

**CASE**

**NUMBER:**

99-497

IN THE MATTER OF THE APPLICATION OF KENERGY CORP. FOR  
APPROVAL OF ISSUANCE OF EVIDENCES OF INDEBTEDNESS

SEQ NBR	ENTRY DATE	REMARKS
0001	12/13/1999	Application
0002	12/14/1999	Acknowledgement letter.
0003	01/12/2000	Def. letter, info due 1/27
M0001	01/18/2000	FRANK KING KENERGY CORP-RESPONSE TO NOTICE OF FILING DEFICIENCIES
0004	02/08/2000	Order granting waiver of filing requirements in 807 KAR 5:001, SEC.6(9)&11(1)(a)
0005	03/01/2000	FINAL ORDER AUTHORIZING FINANCING



COMMONWEALTH OF KENTUCKY  
PUBLIC SERVICE COMMISSION  
211 SOWER BOULEVARD  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

CERTIFICATE OF SERVICE

RE: Case No. 1999-497  
KENERGY CORPORATION

I, Stephanie Bell, Secretary of the Public Service Commission, hereby certify that the enclosed attested copy of the Commission's Order in the above case was served upon the following by U.S. Mail on March 1, 2000.

Parties of Record:

Dean Stanley  
President and CEO  
Kenergy Corporation  
3111 Fairview Drive  
Post Office Box 18  
Henderson, KY. 42419 0018

Honorable Frank N. King,  
Counsel for Kenergy Corp.  
Dorsey, King, Gray & Norment  
318 Second Street  
Henderson, KY. 42420

*Stephanie J. Bell*

Secretary of the Commission

SB/sa  
Enclosure

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF KENERGY CORP. FOR )  
APPROVAL OF ISSUANCE OF EVIDENCES OF ) CASE NO. 99-497  
INDEBTEDNESS )

O R D E R

On December 13, 1999, Kenergy Corp. ("Kenergy") applied for Commission approval to execute new promissory notes and other loan documents to evidence the assumption of notes and loans originally owed by Green River Electric Corporation ("Green River") and Henderson Union Electric Cooperative Corporation ("Henderson Union"). The Commission approved the consolidation of Green River and Henderson Union to form Kenergy in Case No. 99-136<sup>1</sup> and the consolidation became effective on July 1, 1999.

On January 12, 2000, the Commission informed Kenergy that its application was deficient, and would not be considered filed until either the filing deficiencies were cured or Kenergy sought and was granted a waiver of those filing requirements. On January 18, 2000, Kenergy filed a request for waiver of the cited filing deficiencies. On February 8, 2000, the Commission granted Kenergy a waiver of the cited filing deficiencies and declared the application filed as of January 18, 2000.

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<sup>1</sup> Case No. 99-136, The Application of Green River Electric Corporation and Henderson Union Electric Cooperative Corporation for Approval of Consolidation, final Order dated June 18, 1999.

At the time of the consolidation, Green River and Henderson Union were indebted to the Rural Utilities Service ("RUS"), the National Rural Utilities Cooperative Finance Corporation ("CFC"), and the National Bank for Cooperatives ("CoBank"). Kenergy states in its application that RUS, CFC, and CoBank require it to execute new promissory notes and other loan documents to evidence the assumption of the Green River and Henderson Union loans by Kenergy. Kenergy also states that the new notes and loan documents do not modify the terms of the existing loans in any substantive manner and that they serve the purpose of redocumenting the loans in the name of Kenergy. Kenergy notes that under KRS 278.300(10), the Commission's approval is not required where the evidences of indebtedness are subject to the supervision or control of the federal government or any agency thereof. As the RUS is such an agency, Kenergy requests that the Commission disclaim jurisdiction over the RUS loans, and approve the assumption of the debt issued by CFC and CoBank.

Kenergy's application shows that the face amount of the debt owed to RUS is \$65,892,000 and the face amount of the debt owed to CFC and CoBank is \$22,035,660.<sup>2</sup> Kenergy's RUS Form 7 for the month of December 1999 shows the outstanding balance of the RUS debt is \$47,506,700 and the outstanding balance of the CFC and CoBank debt is \$17,510,019.

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<sup>2</sup> See Application Exhibits A through C. The face amount of Green River's debt to RUS is \$40,065,000, while the face amount of the debt owed to CoBank is \$11,828,000. The face amount of Henderson Union's debt to RUS is \$25,827,000, while the face amount of the debt owed to CFC is \$10,207,660.

The Commission, after consideration of the evidence of record and being advised, finds that:

1. The assumption by Kenergy of the loans owed by its predecessor cooperatives, Green River and Henderson Union, is for lawful objects within the corporate purposes of Kenergy, is necessary and appropriate for and consistent with the proper performance by the utility of its service to the public and will not impair its ability to perform that service, and is reasonable, necessary and appropriate for such purposes.

2. Kenergy is capable of executing its notes as security for the loans as stated in its application.

3. Kenergy's execution of new promissory notes and other loan documents to evidence the assumption of the RUS, CFC, and CoBank loans should not modify the terms of these existing loans in any substantive manner and should only serve the purpose of redocumenting the loans in the name of Kenergy. If, during the finalization of the new promissory notes and other loan documents, substantive changes occur, Kenergy should within 10 days of its identification of those changes make the appropriate filing seeking Commission approval of the changes.

4. Kenergy should include in its monthly financial report to the Commission the current interest rate on its outstanding variable rate loans.

5. As the issuance of securities or evidences of indebtedness subject to the control of a federal governmental agency does not require Commission approval, KRS 278.300(10), and as the RUS is an agency of the federal government, no action on Kenergy's proposal to assume the outstanding RUS loans is required.

IT IS THEREFORE ORDERED that:

1. Kenergy is authorized to issue its promissory notes and other loan documents to evidence its assumption of Green River's and Henderson Union's loans with CFC and CoBank, subject to the provisions and terms contained within its application.

2. Kenergy hereby is authorized to execute its notes as security for the loans authorized herein.

3. Kenergy shall comply with all matters set out in Findings 3 and 4 as if they were individually so ordered.

Nothing contained herein shall be deemed a warranty or finding of value of securities or financing authorized herein on the part of the Commonwealth of Kentucky or any agency thereof.

Done at Frankfort, Kentucky, this 1st day of March, 2000.

By the Commission

ATTEST:

  
Executive Director



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
211 SOWER BOULEVARD  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

February 8, 2000

Dean Stanley  
President and CEO  
Kenergy Corporation  
3111 Fairview Drive  
Post Office Box 18  
Henderson, KY. 42419 0018

Honorable Frank N. King,  
Counsel for Kenergy Corp.  
Dorsey, King, Gray & Norment  
318 Second Street  
Henderson, KY. 42420

RE: Case No. 1999-497

We enclose one attested copy of the Commission's Order in  
the above case.

Sincerely,

A handwritten signature in black ink that reads "Stephanie J. Bell". The signature is written in a cursive style with a large initial "S".

Stephanie Bell  
Secretary of the Commission

SB/sa  
Enclosure

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF KENERGY CORP. FOR )  
APPROVAL OF ISSUANCE OF EVIDENCES OF ) CASE NO. 99-497  
INDEBTEDNESS )

O R D E R

On January 12, 2000, the Commission informed Kenergy Corp. ("Kenergy") that its application was deficient in two areas prescribed by Commission regulations. Kenergy had not filed a detailed income statement and balance sheet, as required by 807 KAR 5:001, Section 6(9), and a statement of the original cost of its property, as required by 807 KAR 5:001, Section 11(1)(a). Consequently, Kenergy's application was not considered filed until either the filing deficiencies were cured, or Kenergy sought and was granted a waiver of these filing requirements.

On January 18, 2000, Kenergy filed a request for waiver of the cited filing deficiencies. Kenergy is the consolidation successor of Green River Electric Corporation ("Green River") and Henderson Union Electric Cooperative Corporation ("Henderson Union"). Kenergy's application seeks the Commission's approval for Kenergy to assume the existing long-term debt financing of Green River and Henderson Union. In its waiver request, Kenergy contends that a detailed income statement and balance sheet and a statement of original cost of its property have no bearing on its application to assume these long-term financial instruments. Accordingly, Kenergy claims it should not be required to incur the time and expense to prepare and file the two items.

The Commission does not agree that the required items are irrelevant. However, under the circumstances of this case -- which involves a merged entity assuming debt already incurred by its predecessor entities -- the Commission finds good cause to grant the deviation requested by Kenergy and to use, for purposes of this case, financial reports already on file in the Commission's offices.

IT IS THEREFORE ORDERED that:

1. Kenergy's request to waive the filing requirements contained in 807 KAR 5:001, Section 6(9) and Section 11(1)(a) is granted.
2. Kenergy's application shall be considered filed as of January 18, 2000.

Done at Frankfort, Kentucky, this 8th day of February, 2000.

By the Commission

ATTEST:

  
Executive Director

DORSEY, KING, GRAY & NORMENT

ATTORNEYS-AT-LAW

318 SECOND STREET

HENDERSON, KENTUCKY 42420

JOHN DORSEY (1920-1986)  
FRANK N. KING, JR.  
STEPHEN D. GRAY  
WILLIAM B. NORMENT, JR.  
J. CHRISTOPHER HOPGOOD

TELEPHONE  
(270) 826-3965  
TELEFAX  
(270) 826-6672

January 14, 2000

RECEIVED  
JAN 18 2000  
PUBLIC SERVICE  
COMMISSION

**PRIORITY MAIL**

Mr. Martin J. Huelsmann, Jr., Executive Director  
Public Service Commission of Kentucky  
730 Schenkel Lane  
Post Office Box 615  
Frankfort, Kentucky 40602

Re: Case No. 99-497

Dear Mr. Huelsmann:

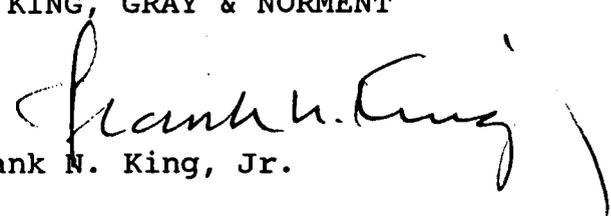
We enclose herewith for filing Kenergy Corp.'s response to the Commission's notice of filing deficiencies.

Thank you for your assistance.

Very truly yours,

DORSEY, KING, GRAY & NORMENT

By

  
Frank N. King, Jr.

FNKJr/cds

Encls.

Copy/w/encls.: Mr. Dean Stanley

BEFORE THE  
KENTUCKY PUBLIC SERVICE COMMISSION

PUBLIC SERVICE  
COMMISSION

JAN 18 2000

RECEIVED

IN THE MATTER OF THE APPLICATION )  
OF KENERGY CORP. FOR APPROVAL OF ) CASE NO. 99-497  
ISSUANCE OF EVIDENCES OF INDEBTEDNESS )

RESPONSE TO NOTICE OF FILING DEFICIENCIES

This is in response to the January 12, 2000, letter of Secretary Stephanie Bell regarding filing deficiencies in this case. Kenergy Corp. ("Kenergy") respectfully requests that the Commission waive filing requirements with respect to the two (2) items noted.

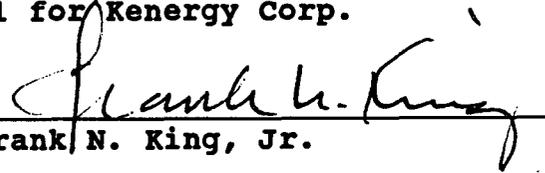
As set forth in the tendered application this case involves nothing more than an assumption of existing debts. Applicant Kenergy is the consolidation successor of Green River Electric Corporation ("GREC") and Henderson Union Electric Cooperative Corp. ("HUEC"). When consolidation became effective on July 1, 1999, GREC and HUEC were indebted to RUS, CFC and CoBank. The application seeks approval of the Commission, as necessary, to redocument these existing loans in the name of Kenergy.

A detailed income statement and balance sheet and a statement of original cost of applicant's property obviously have no bearing on the issue before the Commission. These documents are irrelevant and Kenergy should not be required to incur the time and expense in preparing and filing these two (2) items.

WHEREFORE, Kenergy respectfully requests that the Commission waive the requirement of filing the detailed income statement and balance sheet and the statement of original cost of applicant's property and Kenergy further requests that it be afforded all proper relief.

DORSEY, KING, GRAY & NORMENT  
318 Second Street  
Henderson, Kentucky 42420  
Telephone 270 - 826-3965  
Telefax 270 - 826-6672  
counsel for Kenergy Corp.

By

  
Frank N. King, Jr.

BEFORE THE  
KENTUCKY PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION )  
OF KENERGY CORP. FOR APPROVAL OF ) CASE NO. 99-497  
ISSUANCE OF EVIDENCES OF INDEBTEDNESS )

RESPONSE TO NOTICE OF FILING DEFICIENCIES

This is in response to the January 12, 2000, letter of Secretary Stephanie Bell regarding filing deficiencies in this case. Kenergy Corp. ("Kenergy") respectfully requests that the Commission waive filing requirements with respect to the two (2) items noted.

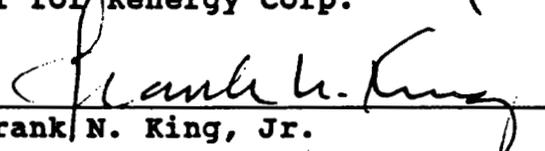
As set forth in the tendered application this case involves nothing more than an assumption of existing debts. Applicant Kenergy is the consolidation successor of Green River Electric Corporation ("GREC") and Henderson Union Electric Cooperative Corp. ("HUEC"). When consolidation became effective on July 1, 1999, GREC and HUEC were indebted to RUS, CFC and CoBank. The application seeks approval of the Commission, as necessary, to redocument these existing loans in the name of Kenergy.

A detailed income statement and balance sheet and a statement of original cost of applicant's property obviously have no bearing on the issue before the Commission. These documents are irrelevant and Kenergy should not be required to incur the time and expense in preparing and filing these two (2) items.

WHEREFORE, Kenergy respectfully requests that the Commission waive the requirement of filing the detailed income statement and balance sheet and the statement of original cost of applicant's property and Kenergy further requests that it be afforded all proper relief.

DORSEY, KING, GRAY & NORMENT  
318 Second Street  
Henderson, Kentucky 42420  
Telephone 270 - 826-3965  
Telefax 270 - 826-6672  
counsel for Kenergy Corp.

By

  
Frank N. King, Jr.



COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**  
730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KENTUCKY 40602  
www.psc.state.ky.us  
(502) 564-3940  
Fax (502) 564-3460

**Ronald B. McCloud, Secretary**  
**Public Protection and**  
**Regulation Cabinet**

**Helen Helton**  
**Executive Director**  
**Public Service Commission**

**Paul E. Patton**  
**Governor**

January 12, 2000

Dean Stanley  
Kenergy Corporation  
3111 Fairview Drive  
P.O. Box 18  
Henderson, KY 42419-0018

Honorable Frank N. King, Jr.  
Dorsey, King, Gray & Norment  
318 Second Street  
Henderson, KY 42420

Re: Case No. 99-497  
Filing Deficiencies

Gentlemen:

The Commission staff has conducted an initial review of your filing in the above case. This filing is rejected pursuant to 807 KAR 5:001, Section 2, as it is deficient in certain filing requirements. The items listed below are either required to be filed with the application or must be referenced if they are already on file in another case or will be filed at a later date.

Filing deficiencies pursuant to 807 KAR 5:001:

- 1) Section 6(9) Detailed income statement and balance sheet.
- 2) Section 11(1)(a) Statement of original cost of applicant's property and the cost to the applicant, if different.



The statutory time period in which the Commission must process this case will not commence until the above-mentioned information is filed with the Commission. You are requested to file 10 copies of this information within 15 days of the date of this letter. If you need further information, please contact Isaac Scott of my staff at (502) 564-3940, ext. 444.

Sincerely,



Stephanie Bell  
Secretary of the Commission

sa





COMMONWEALTH OF KENTUCKY  
**PUBLIC SERVICE COMMISSION**

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

December 14, 1999

Dean Stanley  
President and CEO  
Kenergy Corporation  
3111 Fairview Drive  
Post Office Box 18  
Henderson, KY. 42419 0018

Honorable Frank N. King,  
Counsel for Kenergy Corp.  
Dorsey, King, Gray & Norment  
318 Second Street  
Henderson, KY. 42420

RE: Case No. 1999-497  
KENERGY CORPORATION  
(Financing)

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received December 13, 1999 and has been assigned Case No. 1999-497. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

*Stephanie Bell*  
Stephanie Bell  
Secretary of the Commission

SB/sh

DORSEY, KING, GRAY & NORMENT

ATTORNEYS-AT-LAW

318 SECOND STREET

HENDERSON, KENTUCKY 42420

JOHN DORSEY (1920-1986)  
FRANK N. KING, JR.  
STEPHEN D. GRAY  
WILLIAM B. NORMENT, JR.  
J. CHRISTOPHER HOPGOOD

TELEPHONE  
(270) 826-3965  
TELEFAX  
(270) 826-6672

December 10, 1999

RECEIVED  
DEC 13 1999  
PUBLIC SERVICE  
COMMISSION

Ms. Helen Helton, Executive Director  
Public Service Commission of Kentucky  
730 Schenkel Lane  
Post Office Box 615  
Frankfort, Kentucky 40602

Case No. 99-4197

Re: Kenergy Corp.  
Recodumentation of RUS, CFC and  
CoBank loans

Dear Ms. Helton:

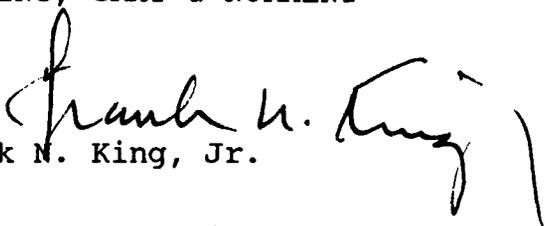
Enclosed for filing please find the original and 10 copies of Application for Approval of Issuances of Evidences of Indebtedness. As explained in the application, Kenergy Corp. is being required to assume outstanding loans of its consolidation predecessors that were extant at the time of consolidation. This is merely a loan assumption and there are no substantive changes in the terms or provisions of the loans.

Thank you for your assistance.

Very truly yours,

DORSEY, KING, GRAY & NORMENT

By

  
Frank N. King, Jr.

FNKJr/cds  
Encls.

Copy/w/encls.: Mr. Dean Stanley

BEFORE THE  
KENTUCKY PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION )  
OF KENERGY CORP. FOR APPROVAL OF )  
ISSUANCE OF EVIDENCES OF INDEBTEDNESS )

CASE NO. 99-497  
PUBLIC SERVICE COMMISSION

DEC 13 1999

RECEIVED

A P P L I C A T I O N

(a) Kenergy Corp. ("Kenergy") is a nonprofit electric cooperative organized under KRS Chapter 279 and is engaged in the business of distributing retail electric power to member consumers in the Kentucky counties of Daviess, Hancock, Henderson, Hopkins, McLean, Muhlenberg, Ohio, Webster, Breckinridge, Union, Crittenden, Caldwell, Lyon, and Livingston,

(b) The post office address of Kenergy is Post Office Box 18, Henderson, Kentucky 42419-018.

(c) Kenergy's Articles of Consolidation are on file with the Commission in Case No. 99-136.

(d) Kenergy was formed on July 1, 1999, upon the consolidation of Green River Electric Corporation ("GREC") and Henderson Union Electric Cooperative Corp. ("HUEC"). See Public Service Commission ("Commission") Case No. 99-136 approving the consolidation. As of the effective date of the consolidation GREC and HUEC were indebted to the United States of America, acting by and through the Administrator of the Rural Utilities Service ("Government"); National Rural Utilities Cooperative Finance

Corporation ("CFC"), a corporation existing under the laws of the District of Columbia; and CoBank, ACB, and its predecessor, National Bank for Cooperatives ("CoBank") a federally chartered instrumentality of the United States.

(e) The face amounts of the original Government loans are set forth on attached "Exhibit A." The face amounts of the original CFC loans are set forth on attached "Exhibit B." The face amounts of the original CoBank loans are set forth on attached "Exhibit C." These loans were obtained for construction projects and other proper corporate purposes. The Commission duly approved the issuance of evidences of indebtedness for said loans.

(f) The Government, CFC and CoBank are requiring Kenergy to execute new promissory notes and other loan documents ("Loan Documents") to evidence the assumption of these loans. These Loan Documents do not modify the terms of the existing loans in any substantive manner and serve the purpose of redocumenting the loans in the name of Kenergy.

(g) The assumptions of obligation or liability sought herein are for lawful objects within the corporate purposes of Kenergy, are necessary or appropriate for or consistent with the proper performance by Kenergy of its service to the public and will not impair Kenergy's ability to perform that service, and are reasonably necessary and appropriate for such purpose.

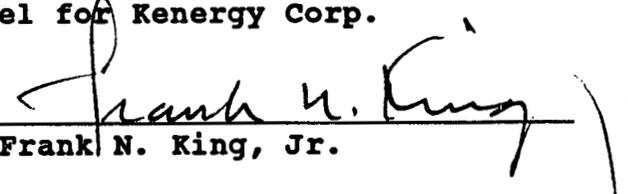
(h) In compliance with 807 KAR 5:001 Section 11 there is attached hereto and made a part hereof a copy of the

Restated Mortgage and Security Agreement which will be executed and recorded to secure payment of the assumed loans ("Exhibit D"). In light of the fact that the evidences of indebtedness do not create new loans, Kenergy respectfully requests that it be granted a deviation with respect to the remaining requirements of this regulation.

(i) Under KRS 278.300(10) the Commission's approval is not required where the evidences of indebtedness are subject to the supervision or control of the Federal Government or any agency thereof. Kenergy requests that the Commission disclaim jurisdiction over such loans set forth herein that are excluded under the foregoing statute. Kenergy requests Commission approval with respect to the issuance of evidences of indebtedness for the remaining loans.

WHEREFORE, applicant asks that the Commission make its order authorizing applicant to execute and issue evidences of indebtedness assuming such loans over which the Commission has jurisdiction and disclaiming jurisdiction over such loans which are excluded under KRS 278.300(10), and Kenergy respectfully requests all other proper relief.

DORSEY, KING, GRAY & NORMENT  
318 Second Street  
Henderson, Kentucky 42420  
Telephone 270 - 826-3965  
Telefax 270 - 826-6672  
counsel for Kenergy Corp.

By   
Frank N. King, Jr.

**VERIFICATION**

The undersigned, DEAN STANLEY, being first duly sworn states that he is the President and Chief Executive Officer of Kenergy Corp.; that he has personal knowledge of the matters set forth in the foregoing application; and that the statements contained therein are true and correct to the best of his knowledge, information and belief.

Dean Stanley  
Dean Stanley

STATE OF KENTUCKY

COUNTY OF HENDERSON

Subscribed, sworn to and acknowledged before me by  
DEAN STANLEY this 10th day of December, 1999.

My commission expires September 29, 2001

Charles D. Smithhart  
Notary Public, State of Kentucky at Large

(seal)

**ORIGINAL NOTES issued to the Government<sup>1</sup>**

Payor:<sup>2</sup> Green River Electric Corporation  
(formerly known as Green River Rural Electric Cooperative Corporation)

<u>Note Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Final Maturity</u>	<u>% Rate<sup>3</sup></u>
AA	\$508,000.00	January 7, 1966	January 7, 2001	2
AB	\$1,352,000.00	January 2, 1968	January 2, 2003	2
AC	\$530,000.00	July 21, 1970	July 21, 2005	2
AD2	\$521,000.00	July 30, 1971	July 30, 2006	2
AE2	\$760,000.00	June 16, 1972	June 16, 2007	2
AF6	\$354,000.00	April 15, 1974	April 15, 2009	5
AG7	\$352,000.00	November 1, 1974	November 1, 2009	5
AH7	\$866,000.00	July 19, 1975	July 19, 2010	5
AK7	\$866,000.00	July 17, 1976	July 17, 2011	5
AL7	\$1,470,000.00	August 5, 1977	August 5, 2012	5
AM7	\$1,470,000.00	April 25, 1978	April 25, 2013	5
AN7	\$3,415,000.00	May 16, 1979	May 16, 2014	5
AP7	\$3,049,000.00	May 6, 1981	May 6, 2016	5
AR7	\$3,003,000.00	February 3, 1984	February 3, 2019	5
AS7	\$3,402,000.00	December 5, 1986	December 5, 2021	5
AT7	\$3,369,000.00	October 5, 1988	October 5, 2023	5
AU7	\$3,672,000.00	September 5, 1990	September 5, 2025	5
AV7	\$3,741,000.00	January 28, 1993	January 28, 2028	5
AW70	\$3,403,000.00	December 14, 1994	December 14, 2029	V
AX70	\$3,962,000.00	July 1, 1997	July 1, 2032	V

<sup>1</sup>"Government" as used in this listing refers to the United States of America acting through the Administrator of the Rural Utilities Service (RUS) or its predecessor agency, the Rural Electrification Administration (REA). Any Notes which are payable to a third party and which either RUS or REA has guaranteed as to payment are also described in this listing as being issued to the Government. Such guaranteed Notes are typically issued to the Federal Financing Bank, an instrumentality of the United States Treasury, and held by RUS.

<sup>2</sup>The name of payor appears in this space only where it differs from the name of the Mortgagor as it appears on page 1 of this instrument.

<sup>3</sup>V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or the United States Treasury, Federal Financing Bank.

Payor:<sup>1</sup> Henderson Union Electric Cooperative Corp.  
 (formerly known as Henderson-Union Rural Electric Cooperative Corporation)

<u>Note Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Final Maturity</u>	<u>% Rate<sup>2</sup></u>
AB	\$1,015,000.00	January 31, 1967	January 31, 2002	2
AC	\$1,268,000.00	March 11, 1970	March 11, 2005	2
AD2	\$499,000.00	June 10, 1972	June 10, 2007	2
AE6	\$452,000.00	September 12, 1973	September 12, 2008	5
AF6	\$580,000.00	May 31, 1974	May 31, 2009	5
AG6	\$580,000.00	June 2, 1975	June 2, 2010	5
AH6	\$556,000.00	May 22, 1976	May 22, 2011	5
AK6	\$556,000.00	April 26, 1977	April 26, 2012	5
AL6	\$3,045,000.00	June 8, 1978	June 8, 2013	5
AM6	\$2,771,000.00	May 31, 1980	May 31, 2015	5
AN6	\$1,834,000.00	April 24, 1982	April 24, 2017	5
AP6	\$2,117,000.00	November 26, 1986	November 26, 2021	5
AR6	\$2,784,000.00	September 22, 1989	September 22, 2024	5
AS6	\$2,544,000.00	May 27, 1994	May 27, 2029	5
AT60	\$5,226,000.00	April 1, 1998	April 1, 2033	V

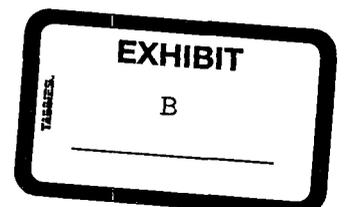
<sup>1</sup>The name of payor appears in this space only where it differs from the name of the Mortgagor as it appears on page 1 of this instrument.

<sup>2</sup>V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or the United States Treasury, Federal Financing Bank.

ORIGINAL NOTES issued to CFC

The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Original Notes described below:

<u>Original Loan Designation</u>	<u>Note Amount</u>	<u>Original Date</u>	<u>Maturity Date</u>
KY 55-C-9001	\$ 125,000.00	06/10/72	09/10/07
KY 55-C-9002	\$ 194,000.00	09/12/73	09/12/08
KY 55-C-9003	\$ 249,000.00	05/31/74	05/31/09
KY 55-C-9004	\$ 249,000.00	06/02/75	06/02/10
KY 55-C-9005	\$ 240,000.00	05/22/76	05/22/11
KY 55-C-9006	\$ 240,000.00	04/26/77	04/26/12
KY 55-C-9008	\$1,305,000.00	06/08/78	06/80/78
KY 55-C-9011	\$1,250,000.00	05/31/80	05/31/15
KY 55-C-9014	\$ 827,000.00	04/24/82 substituted 10/07/83	04/24/02
KY 55-C-9015	\$ 935,052.00	11/26/86	11/26/21
KY 55-C-9016	\$1,229,897.00	09/22/89	09/22/24
KY 55-C-9017	\$1,123,711.00	05/27/94	05/27/29
KY 55-C-9018	\$2,240,000.00	04/01/98	04/01/33



CoBank, ACB

The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Original Notes described below:

**ORIGINAL NOTES issued to CoBank, ACB<sup>1</sup>**

<b>Note Designation</b>	<b>Face Amount</b>	<b>Date</b>	<b>Final Maturity</b>
ML0501T1 <sup>2</sup>	\$1,698,000	7/1/99	5/1/2032
ML0501T2 <sup>3</sup>	1,458,000	7/1/99	11/20/2019
ML0501T3 <sup>4</sup>	1,307,000	7/1/99	1/20/2002
ML0501T4 <sup>5</sup>	1,444,000	7/1/99	11/20/2022
ML0501T5 <sup>6</sup>	1,287,000	7/1/99	10/20/2017
ML0501T6 <sup>7</sup>	1,603,000	7/1/99	1/20/2028
ML0501T7 <sup>8</sup>	1,458,000	7/1/99	12/20/2029
ML0501T8 <sup>9</sup>	1,573,000	7/1/99	6/20/2025

<sup>1</sup> Promissory Notes ML0501T1 –ML0501T8 are Amended and Restated Promissory Notes that amend and restate the following original Notes from Green River Electric Corporation:

<sup>2</sup> ML0501T1 dated July 1, 1997

<sup>3</sup> T-30566 dated September 2, 1986

<sup>4</sup> T-24942 dated January 21, 1981

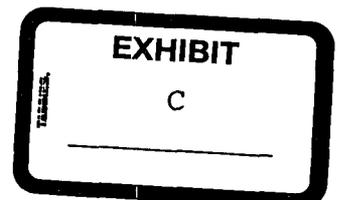
<sup>5</sup> T-32845 dated June 23, 1988

<sup>6</sup> T-27749 dated August 12, 1983

<sup>7</sup> T-36243 dated January 28, 1993

<sup>8</sup> T-36445 dated December 14, 1994

<sup>9</sup> T-34818 dated June 22, 1990



KENTUCKY 65-TPI HENDERSON  
(KENTUCKY 33 DAVIESS)  
(KENTUCKY 55 HENDERSON)

**RESTATED MORTGAGE AND SECURITY AGREEMENT**

Made By And Among

**KENERGY CORP.**  
6402 Old Corydon Road  
Henderson, Kentucky 42419-0018,  
**Mortgagor**

and

**UNITED STATES OF AMERICA**  
Rural Utilities Service  
Washington, D. C. 20250-1500,  
**Mortgagee**

and

**NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION**  
2201 Cooperative Way  
Herndon, Virginia 20171-3025,  
**Mortgagee**

and

**COBANK, ACB**  
5500 S. Quebec  
Englewood, Colorado 80111,  
**Mortgagee**

Dated as of September 1, 1999

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.  
THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY.  
THIS INSTRUMENT CONTAINS PROVISIONS THAT COVER REAL AND PERSONAL PROPERTY, AFTER-ACQUIRED PROPERTY,  
PROCEEDS, FUTURE ADVANCES AND FUTURE OBLIGATIONS.  
NOTICE - THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF UP TO \$250,000,000.00.  
INDEBTEDNESS SECURED HEREUNDER, INCLUDING FUTURE INDEBTEDNESS, TOGETHER WITH INTEREST, ARE SENIOR TO  
INDEBTEDNESS TO OTHER CREDITORS UNDER MORTGAGES AND LIENS FILED OR RECORDED SUBSEQUENT HERETO.  
THIS INSTRUMENT WAS PREPARED BY GEORGANN GUTTERIDGE, AS ATTORNEY FOR UNITED STATES DEPARTMENT OF  
AGRICULTURE, RURAL UTILITIES SERVICE, WASHINGTON, D. C. 20250-1500.

No. \_\_\_\_\_

RESTMO

**EXHIBIT**

D

RESTATED MORTGAGE AND SECURITY AGREEMENT, dated as of September 1, 1999 (hereinafter sometimes called this "Mortgage") is made by and among KENERGY CORP. (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Kentucky, and the UNITED STATES OF AMERICA, acting by and through the Administrator of the Rural Utilities Service (hereinafter called the "Government"), NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia, and COBANK, ACB, successor in interest to the National Bank for Cooperatives (hereinafter called "CoBank"), a federally chartered instrumentality of the United States, and is intended to confer rights and benefits on the Government, CFC and CoBank, as well as any and all other lenders pursuant to Article II of this Mortgage that enter into a supplemental mortgage in accordance with Section 2.04 of Article II hereof (the Government, CFC and CoBank and any such other lenders being herein sometimes collectively referred to as the "Mortgagees").

### RECITALS

WHEREAS, the Mortgagor or Merged Entity are parties to those security instruments (the "Original Mortgage" identified in Schedule "A" of this Mortgage), securing loans made or guaranteed by the Government and Mortgagees; and

WHEREAS, the Government, as a mortgagee under the Original Mortgage, was acting by and through the Administrator of the Rural Electrification Administration, the predecessor of RUS;

WHEREAS, pursuant to the Merger, the Mortgagor has obtained all rights and acquired all the property (real, personal and mixed) of the Merged Entity and has assumed all of the obligations of the Merged Entity, including without limitation, the Merged Entity's obligations to the Mortgagees under the Original Notes; more particularly described in Schedule "A" of this Mortgage, and

WHEREAS, the Mortgagor and the Mortgagees desire that all obligations of the Merged Entity as evidenced by the Original Notes be secured under this Mortgage and that all properties (real, personal and mixed) of the Mortgagor, including, without limitation those properties (real, personal, and mixed) formerly owned by the Merged Entity be subject to the lien of this Mortgage;

WHEREAS, the Mortgagor deems it necessary to borrow money for its corporate purposes and to issue its promissory notes and other debt obligations therefor from time to time in one or more series, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same;

WHEREAS, the Mortgagor desires to enter into this Mortgage pursuant to which all secured debt of the Mortgagor hereunder shall be secured on parity;

WHEREAS, this Mortgage restates and consolidates the Original Mortgage while preserving the priority of the Lien under the Original Mortgage securing the payment of Mortgagor's outstanding obligations secured under the Original Mortgage, which indebtedness is described more particularly by listing the Original Notes in Schedule "A" hereto; and

WHEREAS, all acts necessary to make this Mortgage a valid and binding legal instrument for the security of such notes and obligations, subject to the terms of this Mortgage, have been in all respects duly authorized;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That to secure the payment of the principal of (and premium, if any) and interest on the Original Notes and all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantors or holders thereof, the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, set over and confirm, pledge, and grant

a continuing security interest and lien in for the purposes hereinafter expressed, unto the Mortgagees all property, rights, privileges and franchises of the Mortgagor of every kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein OR ANY OTHER KIND OR NATURE, except any Excepted Property, now owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, donation, construction, erection or in any other way) wherever located, including (without limitation) all and singular the following:

#### GRANTING CLAUSE FIRST

- A. all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule;
- B. all of the Mortgagor's interest in fixtures, easements, permits, licenses and rights-of-way comprising real property, and all other interests in real property, comprising any portion of the Utility System (as herein defined) located in the Counties listed in Schedule "B" hereto;
- C. all right, title and interest of the Mortgagor in and to those contracts of the Mortgagor
  - (I) relating to the ownership, operation or maintenance of any generation, transmission or distribution facility owned, whether solely or jointly, by the Mortgagor,
  - (ii) for the purchase of electric power and energy by the Mortgagor and having an original term in excess of 3 years,
  - (iii) for the sale of electric power and energy by the Mortgagor and having an original term in excess of 3 years, and
  - (iv) for the transmission of electric power and energy by or on behalf of the Mortgagor and having an original term in excess of 3 years, including in respect of any of the foregoing, any amendments, supplements and replacements thereto;
- D. all the property, rights, privileges, allowances and franchises particularly described in the annexed Schedule "B" are hereby made a part of, and deemed to be described in, this Granting Clause as fully as if set forth in this Granting Clause at length; and

ALSO ALL OTHER PROPERTY, real estate, lands, easements, servitudes, licenses, permits, allowances, consents, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same; all power sites, storage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, waterways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electric and other forms of energy (whether now known or hereafter developed) by steam, water, sunlight, chemical processes and/or (without limitation) all other sources of power (whether now known or hereafter developed); all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto; all telephone, radio, television and other communications, image and data transmission systems, air conditioning systems and equipment incidental thereto, water wheels, waterworks, water systems, steam and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereto, all machinery, engines, boilers, dynamos, turbines, electric, gas and other machines, prime movers, regulators, meters, transformers, generators (including, but not limited to, engine-driven generators and turbo generator units), motors, electrical, gas and mechanical appliances, conduits, cables, water, steam, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, towers, overhead conductors and devices, underground conduits, underground conductors and devices, wires, cables, tools, implements, apparatus, storage battery equipment, and all

other fixtures and personalty; all municipal and other franchises, consents, certificates or permits; all emissions allowances; all lines for the transmission and distribution of electric current and other forms of energy, gas, steam, water or communications, images and data for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith, and (except as hereinbefore or hereinafter expressly excepted) all the right, title and interest of the Mortgagor in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or employed in connection with any property hereinbefore described, but in all circumstances excluding Excepted Property;

#### **GRANTING CLAUSE SECOND**

All other property, real, personal or mixed, of whatever kind and description and wheresoever situated, including without limitation goods, accounts, money held in a trust account pursuant hereto or to a Loan Agreement, and general intangibles now owned or which may be hereafter acquired by the Mortgagor, but excluding Excepted Property, now owned or which may be hereafter acquired by the Mortgagor, it being the intention hereof that all property, rights, privileges, allowances and franchisees now owned by the Mortgagor or acquired by the Mortgagor after the date hereof (other than Excepted Property) shall be as fully embraced within and subjected to the lien hereof as if such property were specifically described herein.

#### **GRANTING CLAUSE THIRD**

Also any Excepted Property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof by the Mortgagor or by anyone in its behalf; and any Mortgagee is hereby authorized to receive the same at any time as additional security hereunder for the benefit of all the Mortgagees. Such subjection to the lien hereof of any Excepted Property as additional security may be made subject to any reservations, limitations or conditions which shall be set forth in a written instrument executed by the Mortgagor or the person so acting in its behalf or by such Mortgagee respecting the use and disposition of such property or the proceeds thereof.

#### **GRANTING CLAUSE FOURTH**

Together with (subject to the rights of the Mortgagor set forth on Section 5.01) all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and all the tolls, earnings, rents, issues, profits, revenues and other income, products and proceeds of the property subjected or required to be subjected to the lien of this Mortgage, and all other property of any nature appertaining to any of the plants, systems, business or operations of the Mortgagor, whether or not affixed to the realty, used in the operation of any of the premises or plants or the Utility System, or otherwise, which are now owned or acquired by the Mortgagor, and all the estate, right, title and interest of every nature whatsoever, at law as well as in equity, of the Mortgagor in and to the same and every part thereof (other than Excepted Property with respect to any of the foregoing).

#### **EXCEPTED PROPERTY**

There is, however, expressly excepted and excluded from the lien and operation of this Mortgage the following described property of the Mortgagor, now owned or hereafter acquired (herein sometimes referred to as "Excepted Property"):

- A. all shares of stock, securities or other interests of the Mortgagor in the National Rural Utilities Cooperative Finance Corporation, CoBank, ACB, its predecessors in interest and the St. Paul Bank for Cooperatives other than any stock, securities or other interests that are specifically described in Subclause D of Granting Clause First as being subjected to the lien hereof;
- B. all rolling stock (except mobile substations), automobiles, buses, trucks, truck cranes, tractors, trailers and

similar vehicles and movable equipment, and all tools, accessories and supplies used in connection with any of the foregoing;

- C. all vessels, boats, ships, barges and other marine equipment, all airplanes, airplane engines and other flight equipment, and all tools, accessories and supplies used in connection with any of the foregoing;
- D. all office furniture, equipment and supplies that is not data processing, accounting or other computer equipment or software;
- E. all leasehold interests for office purposes;
- F. all leasehold interests of the Mortgagor under leases for an original term (including any period for which the Mortgagor shall have a right of renewal) of less than five (5) years;
- G. all timber and crops (both growing and harvested) and all coal, ore, gas, oil and other minerals (both in place or severed);
- H. the last day of the term of each leasehold estate (oral or written) and any agreement therefor, now or hereafter enjoyed by the Mortgagor and whether falling within a general or specific description of property herein: PROVIDED, HOWEVER, that the Mortgagor covenants and agrees that it will hold each such last day in trust for the use and benefit of all of the Mortgagees and Noteholders and that it will dispose of each such last day from time to time in accordance with such written order as the Mortgagee in its discretion may give;
- I. all permits, licenses, franchises, contracts, agreements, contract rights and other rights not specifically subjected or required to be subjected to the lien hereof by the express provisions of this Mortgage, whether now owned or hereafter acquired by the Mortgagor, which by their terms or by reason of applicable law would become void or voidable if mortgaged or pledged hereunder by the Mortgagor, or which cannot be granted, conveyed, mortgaged, transferred or assigned by this Mortgage without the consent of other parties whose consent has been withheld, or without subjecting any Mortgagee to a liability not otherwise contemplated by the provisions of this Mortgage, or which otherwise may not be, hereby lawfully and effectively granted, conveyed, mortgaged, transferred and assigned by the Mortgagor; and
- J. the property identified in Schedule "C" hereto.

PROVIDED, HOWEVER, that (I) if, upon the occurrence of an Event of Default, any Mortgagee, or any receiver appointed pursuant to statutory provision or order of court, shall have entered into possession of all or substantially all of the Mortgaged Property, all the Excepted Property described or referred to in the foregoing Subdivisions A through H, inclusive, then owned or thereafter acquired by the Mortgagor shall immediately, and, in the case of any Excepted Property described or referred to in Subdivisions I through J, inclusive, upon demand of any Mortgagee or such receiver, become subject to the lien hereof to the extent permitted by law, and any Mortgagee or such receiver may, to the extent permitted by law, at the same time likewise take possession thereof, and (ii) whenever all Events of Default shall have been cured and the possession of all or substantially all of the Mortgaged Property shall have been restored to the Mortgagor, such Excepted Property shall again be excepted and excluded from the lien hereof to the extent and otherwise as hereinabove set forth.

However, pursuant to Granting Clause Third, the Mortgagor may subject to the lien of this Mortgage any Excepted Property, whereupon the same shall cease to be Excepted Property.

#### HABENDUM

TO HAVE AND TO HOLD all said property, rights, privileges and franchises of every kind and description, real, personal or mixed, hereby and hereafter (by supplemental mortgage or otherwise) granted, bargained, sold,

aliened, remised, released, conveyed, assigned, transferred, mortgaged, encumbered, hypothecated, pledged, set over, confirmed, or subjected to a continuing security interest and lien as aforesaid, together with all the appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited with any Mortgagee ((other than any such cash, if any, which is specifically stated herein not to be deemed part of the Mortgaged Property)), being herein collectively called the "Mortgaged Property") unto the Mortgagees and the respective assigns of the Mortgagees forever, to secure equally and ratably the payment of the principal of (and premium, if any) and interest on the Notes, according to their terms, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided herein) or as to lien or otherwise of any Note over any other Note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure the due performance of all of the covenants, agreements and provisions herein and in the Loan Agreements contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

SUBJECT, HOWEVER, to Permitted Encumbrances (as defined in Section 1.01).

## ARTICLE I

### DEFINITIONS & OTHER PROVISIONS OF GENERAL APPLICATION

#### Section 1.01. Definitions.

In addition to the terms defined elsewhere in this Mortgage, the terms defined in this Article I shall have the meanings specified herein and under the UCC, unless the context clearly requires otherwise. The terms defined herein include the plural as well as the singular and the singular as well as the plural.

Accounting Requirements shall mean the requirements of any system of accounts prescribed by RUS so long as the Government is the holder, insurer or guarantor of any Notes, or, in the absence thereof, the requirements of generally accepted accounting principles applicable to businesses similar to that of the Mortgagor.

Additional Notes shall mean any Government Notes issued by the Mortgagor to the Government and any Notes issued by the Mortgagor to any other lender, in either case pursuant to Article II of this Mortgage, including any refunding, renewal, or substitute Notes or Government Notes which may from time to time be executed and delivered by the Mortgagor pursuant to the terms of Article II.

Board shall mean either the Board of Directors or the Board of Trustees, as the case may be, of the Mortgagor.

Business Day shall mean any day that the Government is open for business.

Debt Service Coverage Ratio ("DSC") shall mean the ratio determined as follows: for each calendar year add

- (I) Patronage Capital or Margins of the Mortgagor,
- (ii) Interest Expense on Total Long Term Debt of the Mortgagor (as computed in accordance with the principles set forth in the definition of TIER) and
- (iii) Depreciation and Amortization Expense of the Mortgagor, and divide the total so obtained by an amount equal to the sum of all payments of principal and interest required to be made

on account of Total Long-Term Debt during such calendar year increasing said sum by any addition to interest expense on account of Restricted Rentals as computed with respect to the Times Interest Earned Ratio herein.

**Depreciation and Amortization Expense** shall mean an amount constituting the depreciation and amortization of the Mortgagor as computed pursuant to Accounting Requirements.

**Electric System** shall mean, and shall be broadly construed to encompass and include, all of the Mortgagor's interests in all electric production, transmission, distribution, conservation, load management, general plant and other related facilities, equipment or property and in any mine, well, pipeline, plant, structure or other facility for the development, production, manufacture, storage, fabrication or processing of fossil, nuclear or other fuel of any kind or in any facility or rights with respect to the supply of water, in each case for use, in whole or in major part, in any of the Mortgagor's generating plants, now existing or hereafter acquired by lease, contract, purchase or otherwise or constructed by the Mortgagor, including any interest or participation of the Mortgagor in any such facilities or any rights to the output or capacity thereof, together with all additions, betterments, extensions and improvements to such Electric System or any part thereof hereafter made and together with all lands, easements and rights-of-way of the Mortgagor and all other works, property or structures of the Mortgagor and contract rights and other tangible and intangible assets of the Mortgagor used or useful in connection with or related to such Electric System, including without limitation a contract right or other contractual arrangement referred to in Granting Clause First, Subclause © but excluding any Excepted Property.

**Environmental Law and Environmental Laws** shall mean all federal, state, and local laws, regulations, and requirements related to protection of human health or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.) and the Clean Air Act (42 U.S.C. 7401 et seq.), and any amendments and implementing regulations of such acts.

**Equity** shall mean the total margins and equities computed pursuant to Accounting Requirements, but excluding any Regulatory Created Assets.

**Event of Default** shall have the meaning specified in Section 4.01 hereof.

**Excepted Property** shall have the meaning stated in the Granting Clauses.

**Government** shall mean the United States of America acting by and through the Administrator of RUS or REA and shall include its successors and assigns.

**Government Notes** shall mean the Original Notes, and any Additional Notes, issued or assumed by the Mortgagor to the Government, or guaranteed or insured as to payment by the Government.

**Independent** shall mean when used with respect to any specified person or entity means such a person or entity who (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in the Mortgagor or in any affiliate of the Mortgagor and (3) is not connected with the Mortgagor as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

**Interest Expense** shall mean an amount constituting the interest expense of the Mortgagor as computed pursuant to Accounting Requirements.

Lien shall mean any statutory or common law or non-consensual mortgage, pledge, security interest, encumbrance, lien, right of set off, claim or charge of any kind, including, without limitation, any conditional sale or other title retention transaction, any lease transaction in the nature thereof and any secured transaction under the UCC.

Loan Agreement shall mean any agreement executed by and between the Mortgagor and the Government or any other lender in connection with the execution and delivery of any Notes secured hereby.

Long-Term Debt shall mean any amount included in Total Long-Term Debt pursuant to Accounting Requirements.

Long-Term Lease shall mean a lease having an unexpired term (taking into account terms of renewal at the option of the lessor, whether or not such lease has previously been renewed) of more than 12 months.

Margins shall mean the sum of amounts recorded as operating margins and non-operating margins as computed in accordance with Accounting Requirements.

Maximum Debt Limit, if any, shall mean the amount more particularly described in Schedule "A" hereof.

Merged Entity shall mean the entity or entities listed in Schedule "A" hereto.

Merger shall mean the merger, consolidation or transfer of assets and assumption of liabilities and obligations as described in Schedule "A" hereto.

Mortgage shall mean this Restated Mortgage and Security Agreement, including any amendments or supplements thereto from time to time.

Mortgaged Property shall have the meaning specified as stated in the Habendum to the Granting Clauses.

Mortgagee or Mortgagees shall mean the parties identified in the first paragraph of this instrument as the "Mortgagees", as well as any and all other entities that become a Mortgagee pursuant to Article II of this Mortgage by entering into a supplemental mortgage in accordance with Section 2.04 of Article II hereof. The term also includes in all cases the successors and assigns of any Mortgagee.

Net Utility Plant shall mean the amount constituting the total utility plant of the Mortgagor less depreciation computed in accordance with Accounting Requirements.

Note or Notes shall mean one or more of the Government Notes, and any other Notes which may, from time to time, be secured under this Mortgage.

Noteholder or Noteholders shall mean one or more of the holders of Notes secured by this Mortgage; PROVIDED, however, that in the case of any Notes that have been guaranteed or insured as to payment by the Government, as to such Notes Noteholder or Noteholders shall mean the Government, exclusively, regardless of whether such notes are in the possession of the Government.

Original Mortgage means the instrument(s) identified as such in Schedule "A" hereof.

Original Notes shall mean the Notes listed on Schedule "A" hereto as such, such Notes being instruments evidencing outstanding indebtedness of the Mortgagor (I) to the Government (including indebtedness which has been issued by the Mortgagor to a third party and guaranteed or insured as to payment by the Government) and (ii) to each other Mortgagee on the date of this Mortgage.

Outstanding Notes shall mean as of the date of determination, (I) all Notes theretofore issued, executed and delivered to any Mortgagee and (ii) any Notes guaranteed or insured as to payment by the Government, except (a) Notes referred to in clause (I) or (ii) for which the principal and interest have been fully paid and which have been canceled by the Noteholder, and (b) Notes the payment for which has been provided for pursuant to Section 5.03.

Permitted Debt shall have the meaning specified in Section 3.08.

Permitted Encumbrances shall mean:

- (1) as to the property specifically described in Granting Clause First, the restrictions, exceptions, reservations, conditions, limitations, interests and other matters which are set forth or referred to in such descriptions and each of which fits one or more of the clauses of this definition, PROVIDED, such matters do not in the aggregate materially detract from the value of the Mortgaged Property taken as a whole and do not materially impair the use of such property for the purposes for which it is held by the Mortgagor;
- (2) liens for taxes, assessments and other governmental charges which are not delinquent;
- (3) liens for taxes, assessments and other governmental charges already delinquent which are currently being contested in good faith by appropriate proceedings; PROVIDED the Mortgagor shall have set aside on its books adequate reserves with respect thereto;
- (4) mechanics', workmen's, repairmen's, materialmen's, warehousemen's and carriers' liens and other similar liens arising in the ordinary course of business for charges which are not delinquent, or which are being contested in good faith and have not proceeded to judgment; PROVIDED the Mortgagor shall have set aside on its books adequate reserves with respect thereto;
- (5) liens in respect of judgments or awards with respect to which the Mortgagor shall in good faith currently be prosecuting an appeal or proceedings for review and with respect to which the Mortgagor shall have secured a stay of execution pending such appeal or proceedings for review; PROVIDED the Mortgagor shall have set aside on its books adequate reserves with respect thereto;
- (6) easements and similar rights granted by the Mortgagor over or in respect of any Mortgaged Property, PROVIDED that in the opinion of the Board or a duly authorized officer of the Mortgagor such grant will not impair the usefulness of such property in the conduct of the Mortgagor's business and will not be prejudicial to the interests of the Mortgagees, and similar rights granted by any predecessor in title of the Mortgagor;
- (7) easements, leases, reservations or other rights of others in any property of the Mortgagor for streets, roads, bridges, pipes, pipe lines, railroads, electric transmission and distribution lines, telegraph and telephone lines, the removal of oil, gas, coal or other minerals and other similar purposes, flood rights, river control and development rights, sewage and drainage rights, restrictions against pollution and zoning laws and minor defects and

irregularities in the record evidence of title, PROVIDED that such easements, leases, reservations, rights, restrictions, laws, defects and irregularities do not materially affect the marketability of title to such property and do not in the aggregate materially impair the use of the Mortgaged Property taken as a whole for the purposes for which it is held by the Mortgagor;

- (8) liens upon lands over which easements or rights of way are acquired by the Mortgagor for any of the purposes specified in Clause (7) of this definition, securing indebtedness neither created, assumed nor guaranteed by the Mortgagor nor on account of which it customarily pays interest, which liens do not materially impair the use of such easements or rights of way for the purposes for which they are held by the Mortgagor;
- (9) leases existing at the date of this instrument affecting property owned by the Mortgagor at said date which have been previously disclosed to the Mortgagees in writing and leases for a term of not more than two years (including any extensions or renewals) affecting property acquired by the Mortgagor after said date;
- (10) terminable or short term leases or permits for occupancy, which leases or permits expressly grant to the Mortgagor the right to terminate them at any time on not more than six months' notice and which occupancy does not interfere with the operation of the business of the Mortgagor;
- (11) any lien or privilege vested in any lessor, licensor or permittor for rent to become due or for other obligations or acts to be performed, the payment of which rent or performance of which other obligations or acts is required under leases, subleases, licenses or permits, so long as the payment of such rent or the performance of such other obligations or acts is not delinquent;
- (12) liens or privileges of any employees of the Mortgagor for salary or wages earned but not yet payable;
- (13) the burdens of any law or governmental regulation or permit requiring the Mortgagor to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any public lands or any river or stream or navigable waters;
- (14) any irregularities in or deficiencies of title to any rights-of-way for pipe lines, telephone lines, telegraph lines, power lines or appurtenances thereto, or other improvements thereon, and to any real estate used or to be used primarily for right-of-way purposes, PROVIDED that in the opinion of counsel for the Mortgagor, the Mortgagor shall have obtained from the apparent owner of the lands or estates therein covered by any such right-of-way a sufficient right, by the terms of the instrument granting such right-of-way, to the use thereof for the construction, operation or maintenance of the lines, appurtenances or improvements for which the same are used or are to be used, or PROVIDED that in the opinion of counsel for the Mortgagor, the Mortgagor has power under eminent domain, or similar statutes, to remove such irregularities or deficiencies;
- (15) rights reserved to, or vested in, any municipality or governmental or other public authority to control or regulate any property of the Mortgagor, or to use such property in any manner, which rights do not materially impair the use of such property, for the purposes for which it is held by the Mortgagor;

- (16) any obligations or duties, affecting the property of the Mortgagor, to any municipality or governmental or other public authority with respect to any franchise, grant, license or permit;
- (17) any right which any municipal or governmental authority may have by virtue of any franchise, license, contract or statute to purchase, or designate a purchaser of or order the sale of, any property of the Mortgagor upon payment of cash or reasonable compensation therefor or to terminate any franchise, license or other rights or to regulate the property and business of the Mortgagor; PROVIDED, HOWEVER, that nothing in this clause 17 is intended to waive any claim or rights that the Government may otherwise have under Federal laws;
- (18) as to properties of other operating electric companies acquired after the date of this Mortgage by the Mortgagor as permitted by Section 3.10 hereof, reservations and other matters as to which such properties may be subject as more fully set forth in such Section;
- (19) any lien required by law or governmental regulations as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Mortgagor to maintain self-insurance or to participate in any fund established to cover any insurance risks or in connection with workmen's compensation, unemployment insurance, old age pensions or other social security, or to share in the privileges or benefits required for companies participating in such arrangements; PROVIDED, HOWEVER, that nothing in this clause 19 is intended to waive any claim or rights that the Government may otherwise have under Federal laws;
- (20) liens arising out of any defeased mortgage or indenture of the Mortgagor;
- (21) the undivided interest of other owners, and liens on such undivided interests, in property owned jointly with the Mortgagor as well as the rights of such owners to such property pursuant to the ownership contracts;
- (22) any lien or privilege vested in any lessor, licensor or permittor for rent to become due or for other obligations or acts to be performed, the payment of which rent or the performance of which other obligations or acts is required under leases, subleases, licenses or permits, so long as the payment of such rent or the performance of such other obligations or acts is not delinquent;
- (23) purchase money mortgages permitted by Section 3.08;
- (24) the Original Mortgage;
- (25) this Mortgage.

**Property Additions** shall mean Utility System property as to which the Mortgagor shall provide Title Evidence and which shall be (or, if retired, shall have been) subject to the lien of this Mortgage, which shall be properly chargeable to the Mortgagor's utility plant accounts under Accounting Requirements (including property constructed or acquired to replace retired property credited to such accounts) and which shall be:

- (1) acquired (including acquisition by merger, consolidation, conveyance or transfer) or constructed by the Mortgagor after the date hereof, including property in the process of

construction, insofar as not reflected on the books of the Mortgagor with respect to periods on or prior to the date hereof, and

- (2) used or useful in the utility business of the Mortgagor conducted with the properties described in the Granting Clauses of this Mortgage, even though separate from and not physically connected with such properties.

"Property Additions" shall also include:

- (3) easements and rights-of-way that are useful for the conduct of the utility business of the Mortgagor, and
- (4) property located or constructed on, over or under public highways, rivers or other public property if the Mortgagor has the lawful right under permits, licenses or franchises granted by a governmental body having jurisdiction in the premises or by the law of the State in which such property is located to maintain and operate such property for an unlimited, indeterminate or indefinite period or for the period, if any, specified in such permit, license or franchise or law and to remove such property at the expiration of the period covered by such permit, license or franchise or law, or if the terms of such permit, license, franchise or law require any public authority having the right to take over such property to pay fair consideration therefor.

"Property Additions" shall NOT include:

- (a) good will, going concern value, contracts, agreements, franchises, licenses or permits, whether acquired as such, separate and distinct from the property operated in connection therewith, or acquired as an incident thereto, or
- (b) any shares of stock or indebtedness or certificates or evidences of interest therein or other securities, or
- (c) any plant or system or other property in which the Mortgagor shall acquire only a leasehold interest, or any betterments, extensions, improvements or additions (other than movable physical personal property which the Mortgagor has the right to remove), of, upon or to any plant or system or other property in which the Mortgagor shall own only a leasehold interest unless (i) the term of the leasehold interest in the property to which such betterment, extension, improvement or addition relates shall extend for at least 75% of the useful life of such betterment, extension, improvement or addition and (ii) the lessor shall have agreed to give the Mortgagee reasonable notice and opportunity to cure any default by the Mortgagor under such lease and not to disturb any Mortgagee's possession of such leasehold estate in the event any Mortgagee succeeds to the Mortgagor's interest in such lease upon any Mortgagee's exercise of any remedies under this Mortgage so long as there is no default in the performance of the tenant's covenants contained therein, or
- (d) any property of the Mortgagor subject to the Permitted Encumbrance described in clause (23) of the definition thereof.

***Prudent Utility Practice*** shall mean any of the practices, methods and acts which, in the exercise of reasonable judgment, in light of the facts, including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the

desired result consistent with cost-effectiveness, reliability, safety and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with cost-effectiveness, reliability, safety and expedition.

**REA** shall mean the Rural Electrification Administration of the United States Department of Agriculture, the predecessor of RUS.

**Regulatory Created Assets** shall mean the sum of any amounts properly recordable as unrecovered plant and regulatory study costs or as other regulatory assets, pursuant to Accounting Requirements.

**Restricted Rentals** shall mean all rentals required to be paid under finance leases and charged to income, exclusive of any amounts paid under any such lease (whether or not designated therein as rental or additional rental) for maintenance or repairs, insurance, taxes, assessments, water rates or similar charges. For the purpose of this definition the term "finance lease" shall mean any lease having a rental term (including the term for which such lease may be renewed or extended at the option of the lessee) in excess of 3 years and covering property having an initial cost in excess of \$250,000 other than aircraft, ships, barges, automobiles, trucks, trailers, rolling stock and vehicles; office, garage and warehouse space; office equipment and computers.

**RUS** shall mean the Rural Utilities Service, an agency of the United States Department of Agriculture, or if at any time after the execution of this Mortgage RUS is not existing and performing the duties of administering a program of rural electrification as currently assigned to it, then the entity performing such duties at such time.

**Security Interest** shall mean any assignment, transfer, mortgage, hypothecation or pledge.

**Subordinated Indebtedness** shall mean secured indebtedness of the Mortgagor, payment of which shall be subordinated to the prior payment of the Notes in accordance with the provisions of Section 3.08 hereof by subordination agreement in form and substance satisfactory to each Mortgagee which approval will not be unreasonably withheld.

**Supplemental Mortgage** shall mean an instrument of the type described in Section 2.04.

**Times Interest Earned Ratio ("TIER")** shall mean the ratio determined as follows: for each calendar year: add (i) patronage capital or margins of the Mortgagor and (ii) Interest Expense on Total Long-Term Debt of the Mortgagor and divide the total so obtained by Interest Expense on Total Long-Term Debt of the Mortgagor, provided, however, that in computing Interest Expense on Total Long-Term Debt, there shall be added, to the extent not otherwise included, an amount equal to 33-1/3% of the excess of Restricted Rentals paid by the Mortgagor over 2% of the Mortgagor's Equity.

**Title Evidence** shall mean with respect to any real property:

- (1) an opinion of counsel to the effect that the Mortgagor has title, whether fairly deducible of record or based upon prescriptive rights (or, as to personal property, based on such evidence as counsel shall determine to be sufficient), as in the opinion of counsel is satisfactory for the use thereof in connection with the operations of the Mortgagor, and counsel in giving such opinion may disregard any irregularity or deficiency in the record

evidence of title which, in the opinion of such counsel, can be cured by proceedings within the power of the Mortgagor or does not substantially impair the usefulness of such property for the purpose of the Mortgagor and may base such opinion upon counsel's own investigation or upon affidavits, certificates, abstracts of title, statements or investigations made by persons in whom such counsel has confidence or upon examination of a certificate or guaranty of title or policy of title insurance in which counsel has confidence; or

- (2) a mortgagee's policy of title insurance in the amount of the cost to the Mortgagor of the land included in Property Additions, as such cost is determined by the Mortgagor in accordance with the Accounting Requirements, issued in favor of the Mortgagees by an entity authorized to insure title in the states where the subject property is located, showing the Mortgagor as the owner of the subject property and insuring the lien of this Mortgage; and with respect to any personal property a certificate of the general manager or other duly authorized officer that the Mortgagor lawfully owns and is possessed of such property.

**Total Assets** shall mean an amount constituting total assets of the Mortgagor as computed pursuant to Accounting Requirements, but excluding any Regulatory Created Assets.

**Total Long-Term Debt** shall mean the total outstanding long-term debt of the Mortgagor as computed pursuant to Accounting Requirements.

**Total Utility Plant** shall mean the total of all property properly recorded in the utility plant accounts of the Mortgagor, pursuant to Accounting Requirements.

**Uniform Commercial Code or UCC** shall mean the UCC of the state referred to in Section 1.04, and if Mortgaged Property is located in a state other than that state, then as to such Mortgaged Property UCC refers to the UCC in effect in the state where such property is located.

**Utility System** shall mean the Electric System and all of the Mortgagor's interest in community infrastructure located substantially within its electric service territory, namely water and waste systems, solid waste disposal facilities, telecommunications and other electronic communications systems, and natural gas distribution systems.

**Section 1.02. General Rules of Construction:**

- a. Accounting terms not defined in Section 1.01 are used in this Mortgage in their ordinary sense and any computations relating to such terms shall be computed in accordance with the Accounting Requirements.
- b. Any reference to "directors" or "board of directors" shall be deemed to mean "trustees" or "board of trustees," as the case may be.

**Section 1.03. Special Rules of Construction if RUS is a Mortgagee:**

During any period that RUS is a Mortgagee, the following additional provisions shall apply:

- a. In the case of any Notes that have been guaranteed or insured as to payment by RUS, as to such Notes RUS shall be considered to be the Noteholder, exclusively, regardless of whether such Notes are in the possession of RUS.
- b. In the case of any prior approval rights conferred upon RUS by Federal statutes, including (without limitation) Section 7 of the Rural Electrification Act of 1936, as amended, with

respect to the sale or disposition of property, rights, or franchises of the Mortgagor, all such statutory rights are reserved except to the extent that they are expressly modified or waived in this Mortgage.

**Section 1.04. Governing Law:**

This Mortgage shall be construed in and governed by Federal law to the extent applicable, and otherwise by the laws of the state listed on Schedule "A" hereto.

**Section 1.05 Notices:**

All demands, notices, reports, approvals, designations, or directions required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given if sent by registered or certified mail, postage prepaid, or delivered by hand, or sent by facsimile transmission, receipt confirmed, addressed to the proper party or parties at the addresses listed on Schedule "A" hereto, and as to any other person, firm, corporation or governmental body or agency having an interest herein by reason of being a Mortgagee, at the last address designated by such person, firm, corporation, governmental body or agency to the Mortgagor and the other Mortgagees. Any such party may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed, and from and after any such designation the address designated shall be deemed to be the address of such party in lieu of the address given above.

**ARTICLE II**

**ADDITIONAL NOTES**

**Section 2.01. Additional Notes:**

- (a) Without the prior consent of any Mortgagee or any Noteholder, the Mortgagor may issue Additional Notes to the Government or to another lender or lenders for the purpose of acquiring, procuring or constructing new or replacement Eligible Property Additions and such Additional Notes will thereupon be secured equally and ratably with the Notes if each of the following requirements are satisfied:
  - (1) As evidenced by a certificate of an Independent certified public accountant sent to each Mortgagee on or before the first advance of proceeds from such Additional Notes:
    - (i) The Mortgagor shall have achieved for each of the two calendar years immediately preceding the issuance of such Additional Notes, a TIER of not less than 1.5 and a DSC of not less than 1.25;
    - (ii) After taking into account the effect of such Additional Notes on the Total Long Term Debt of the Mortgagor, the ratio of the Mortgagor's Net Utility Plant to its Total Long Term Debt shall be greater than or equal to 1.0 on a pro forma basis;
    - (iii) After taking into account the effect of such Additional Notes on the Total Assets of such Mortgagor, the Mortgagor shall have Equity greater than or equal to 27 percent of Total Assets on a pro forma basis; and

- (iv) The sum of the aggregate principal amount of such Additional Notes (if any) that are not related to the Electric System if added to the aggregate outstanding principal amount of all the existing Notes (if any) that are not related to the Electric System will not exceed 30% of the Mortgagor's Equity on a pro forma basis.
- (2) No Event of Default has occurred and is continuing hereunder, or any event which with the giving of notice or lapse of time or both would become an Event of Default has occurred and is continuing.
- (3) The Eligible Property Additions being constructed, acquired, procured or replaced are part of the Mortgagor's Utility System.
- (4) The Mortgagor's general manager or other duly authorized officer shall send to each of the Mortgagees a certificate in substantially the form attached hereto as Exhibit A on or before the date of the first advance of proceeds from such Additional Notes.
- (b) For purposes of this section:
  - (1) "Eligible Property Additions" shall mean Property Additions acquired or whose construction was completed not more than 5 years prior to the issuance of the Additional Notes and Property Additions acquired or whose construction is started and/or completed not more than 4 years after issuance of the Additional Notes, but shall exclude any Property Additions financed by any other debt secured under the Mortgage at the time additional Notes are issued;
  - (2) Notes are considered to be "issued" on, and the date of "issuance" shall be, the date on which they are executed by the Mortgagor; and
  - (3) For purposes of calculating the pro forma ratios in subparagraphs (a)(1)(ii) and (iii), the values for Total Long Term Debt and Total Assets before debt issuance and the values for Equity and Net Utility Plant shall be the most recently available end-of-month figures preceding the issuance of the Additional Notes, but in no case for a month ending more than 180 days preceding such issuance.

**Section 2.02. Refunding or Refinancing Notes:**

The Mortgagor shall also have the right without the consent of any Mortgagee or any Noteholder to issue Additional Notes for the purpose of refunding or refinancing any Notes so long as the total amount of outstanding indebtedness evidenced by such Additional Note or Notes is not greater than 105% of the then outstanding principal balance of the Note or Notes being refunded or refinanced. PROVIDED, HOWEVER, that the Mortgagor may not exercise its rights under this Section if an Event of Default has occurred and is continuing, or any event which with the giving of notice or lapse of time or both would become an Event of Default has occurred and is continuing. On or before the first advance of proceeds from Additional Notes issued under this section, the Mortgagor shall notify each Mortgagee of the refunding or refinancing. Additional Notes issued pursuant to this Section 2.02 will thereupon be secured equally and ratably with the Notes.

**Section 2.03. Other Additional Notes.**

With the prior written consent of each Mortgagee, the Mortgagor may issue Additional Notes to the Government or any lender or lenders, which Notes will thereupon be secured equally and

ratably with Notes without regard to whether any of the requirements of Sections 2.01 or 2.02 are satisfied.

**Section 2.04. Additional Lenders Entitled to the Benefit of This Mortgage:**

Without the prior consent of any Mortgagee or any Noteholder, each new lender designated as a payee in any Additional Notes issued by the Mortgagor pursuant to Section 2.01 or 2.02 of this Mortgage shall become a Mortgagee hereunder upon the execution and delivery by the Mortgagor and such lender of a supplemental mortgage hereto designating such lender as a Mortgagee hereunder. Such new lender shall be entitled to the benefits of this Mortgage without further act or deed. Each Mortgagee and each person or entity that becomes a lender pursuant to Section 2.01 or 2.02 of this Mortgage shall, upon the request of the Mortgagor to do so, execute and deliver a supplement to this Mortgage in substantially the form set forth in Section 2.05 to evidence the addition of such new lender as an additional Mortgagee entitled to the benefits of this Mortgage. The failure of any existing Mortgagee to enter into such supplemental mortgage shall not deprive the new lender of its rights under this Mortgage; provided that such additional indebtedness otherwise conforms in all respects with the requirements for issuing Additional Notes under this Mortgage.

**Section 2.05. Form of Supplemental Mortgage:**

- (a) The form of supplemental mortgage referred to in Section 2.04 is attached to this Mortgage as Exhibit B and hereby incorporated by reference as if set forth in full at this point.
- (b) In the event that the Mortgagor subsequently issues Additional Notes pursuant to Sections 2.01 or 2.02 to any existing Mortgagee and that Mortgagee desires further assurance that such Additional Notes will be secured by the lien of the Mortgage, an instrument substantially in the form of the supplemental mortgage attached as Exhibit B may be used.
- (c) In the event that the Mortgagor issues Additional Notes pursuant to Section 2.03 to either an existing Mortgagee or a new lender, in either case with the prior written consent of each Mortgagee, then an instrument substantially in the form of the supplemental mortgage attached as Exhibit B may also be used.

**ARTICLE III**

**PARTICULAR COVENANTS OF THE MORTGAGOR**

**Section 3.01. Payment of Debt Service on Notes:**

The Mortgagor will duly and punctually pay the principal, premium, if any, and interest on the Notes in accordance with the terms of the Notes, the Loan Agreements, this Mortgage and any Supplemental Mortgage authorizing such Notes.

**Section 3.02. Warranty of Title:**

- (a) At the time of the execution and delivery of this instrument, the Mortgagor has good and marketable title in fee simple to the real property specifically described in Granting Clause First as owned in fee and good and marketable title to the interests in real property specifically described in Granting Clause First, subject to no mortgage, lien, charge or

encumbrance except as stated therein, and has full power and lawful authority to grant, bargain, sell, alien, remise, release, convey, assign, transfer, encumber, mortgage, pledge, set over and confirm said real property and interests in real property in the manner and form aforesaid.

- (b) At the time of the execution and delivery of this instrument, the Mortgagor lawfully owns and is possessed of the personal property specifically described in Granting Clauses First and Second, subject to no mortgage, lien, charge or encumbrance except as stated therein, and has full power and lawful authority to mortgage, assign, transfer, deliver, pledge and grant a continuing security interest in said property and, including any proceeds thereof, in the manner and form aforesaid.
- (c) The Mortgagor hereby does and will forever warrant and defend the title to the property specifically described in Granting Clause First against the claims and demands of all persons whomsoever, except Permitted Encumbrances.

**Section 3.03. After-Acquired Property; Further Assurances; Recording:**

- (a) All property of every kind, other than Excepted Property, acquired by the Mortgagor after the date hereof, shall, immediately upon the acquisition thereof by the Mortgagor, and without any further mortgage, conveyance or assignment, become subject to the lien of this Mortgage; SUBJECT, HOWEVER, to Permitted Encumbrances and the exceptions, if any, to which all of the Mortgagees consent. Nevertheless, the Mortgagor will do, execute, acknowledge and deliver all and every such further acts, conveyances, mortgages, financing statements and assurances as any Mortgagee shall require for accomplishing the purposes of this Mortgage.
- (b) The Mortgagor will cause this Mortgage and all Supplemental Mortgages and other instruments of further assurance, including all financing statements covering security interests in personal property, to be promptly recorded, registered and filed, and will execute and file such financing statements and cause to be issued and filed such continuation statements, all in such manner and in such places as may be required by law fully to preserve and protect the rights of all of the Mortgagees and Noteholders hereunder to all property comprising the Mortgaged Property. The Mortgagor will furnish to each Mortgagee:
  - (1) promptly after the execution and delivery of this instrument and of each Supplemental Mortgage or other instrument of further assurance, an Opinion of Counsel stating that, in the opinion of such Counsel, this instrument and all such Supplemental Mortgages and other instruments of further assurance have been properly recorded, registered and filed to the extent necessary to make effective the lien intended to be created by this Mortgage, and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given, and stating that all financing statements and continuation statements have been executed and filed that are necessary fully to preserve and protect the rights of all of the Mortgagees and Noteholders hereunder, or stating that, in the opinion of such Counsel, no such action is necessary to make the lien effective; and
  - (2) during the month of January in each year following the first anniversary of the date of this Mortgage, an Opinion of Counsel, dated on or about the date of delivery, either stating that, in the opinion of such Counsel, such action has been taken with respect to the recording, registering, filing, re-recording, re-registering and re-filing of this instrument and of all Supplemental Mortgages, financing statements, continuation

statements or other instruments of further assurances as is necessary to maintain the lien of this Mortgage (including the lien on any property acquired by the Mortgagor after the execution and delivery of this instrument and owned by the Mortgagor at the end of preceding calendar year) and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given, and stating that all financing statements and continuation statements have been executed and filed that are necessary to fully preserve and protect the rights of all of the Mortgagees and Noteholders hereunder, or stating that, in the opinion of such Counsel, no such action is necessary to maintain such lien.

**Section 3.04. Environmental Requirements and Indemnity:**

- (a) The Mortgagor shall, with respect to all facilities which may be part of the Mortgaged Property, comply with all Environmental Laws.
- (b) The Mortgagor shall defend, indemnify, and hold harmless each Mortgagee, its successors and assigns, from and against any and all liabilities, losses, damages, costs, expenses (including but not limited to reasonable attorneys' fees and expenses), causes of actions, administrative proceedings, suits, claims, demands, or judgments of any nature arising out of or in connection with any matter related to the Mortgage Property and any Environmental Law, including but not limited to:
  - (1) the past, present, or future presence of any hazardous substance, contaminant, pollutant, or hazardous waste on or related to the Mortgaged Property;
  - (2) any failure at any time by the undersigned to comply with the terms of any order related to the Mortgaged Property and issued by any Federal, state, or municipal department or agency (other than RUS) exercising its authority to enforce any Environmental Law; and
  - (3) any lien or claim imposed under any Environmental Law related to clause (1).
- (c) Within 10 (ten) business days after receiving knowledge of any liability, losses, damages, costs, expenses (including but not limited to reasonable attorneys' fees and expenses), cause of action, administrative proceeding, suit, claim, demand, judgment, lien, reportable event including but not limited to the release of a hazardous substance, or potential or actual violation or non-compliance arising out of or in connection with the Mortgaged Property and any Environmental Law, the Mortgagor shall provide each Mortgagee with written notice of such matter. With respect to any matter upon which it has provided such notice, the Mortgagor shall immediately take any and all appropriate actions to remedy, cure, defend, or otherwise affirmatively respond to the matter.

**Section 3.05. Payment of Taxes:**

The Mortgagor will pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Mortgaged Property or any part thereof or upon any income therefrom, and also (to the extent that such payment will not be contrary to any applicable laws) all taxes, assessments and other governmental charges lawfully levied, assessed or imposed upon the lien or interest of the Noteholders or of the Mortgagees in the Mortgaged Property, so that (to the extent aforesaid) the lien of this Mortgage shall at all times be wholly preserved at the cost of the Mortgagor and

without expense to the Mortgagees or the Noteholders; PROVIDED, HOWEVER, that the Mortgagor shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment or governmental charge to the extent that the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and the Mortgagor shall have established and shall maintain adequate reserves on its books for the payment of the same.

**Section 3.06. Authority to Execute and Deliver Notes, Loan Agreements and Mortgage; All Action Taken; Enforceable Obligations:**

The Mortgagor is authorized under its articles of incorporation and bylaws (or code of regulations) and all applicable laws and by corporate action to execute and deliver the Notes, any Additional Notes, the Loan Agreements and this Mortgage. The Notes, the Loan Agreements and this Mortgage are, and any Additional Notes and Loan Agreements when executed and delivered will be, the valid and enforceable obligations of the Mortgagor in accordance with their respective terms.

**Section 3.07. Restrictions on Further Encumbrances on Property:**

Except to secure Additional Notes, the Mortgagor will not, without the prior written consent of each Mortgagee, create or incur or suffer or permit to be created or incurred or to exist any Lien, charge, assignment, pledge or mortgage on any of the Mortgaged Property inferior to, prior to, or on a parity with the Lien of this Mortgage except for the Permitted Encumbrances. Subject to the provisions of Section 3.08, or unless approved by each of the Mortgagees, the Mortgagor will purchase all materials, equipment and replacements to be incorporated in or used in connection with the Mortgaged Property outright and not subject to any conditional sales agreement, chattel mortgage, bailment, lease or other agreement reserving to the seller any right, title or Lien.

**Section 3.08. Restrictions On Additional Permitted Debt:**

The Mortgagor shall not incur, assume, guarantee or otherwise become liable in respect of any debt for borrowed money and Restricted Rentals (including Subordinated Debt) other than the following: ("Permitted Debt")

- (1) Additional Notes issued in compliance with Article II hereof;
- (2) Purchase money indebtedness in non-Utility System property, in an amount not exceeding 10% of Net Utility Plant;
- (3) Restricted Rentals in an amount not to exceed 5% of Equity during any 12 consecutive calendar month period;
- (4) Unsecured lease obligations incurred in the ordinary course of business except Restricted Rentals;
- (5) Unsecured indebtedness for borrowed money;
- (6) Debt represented by dividends declared but not paid; and
- (7) Subordinated Indebtedness approved by each Mortgagee.

PROVIDED, However, that the Mortgagor may incur Permitted Debt without the consent of the Mortgagee only so long as there exists no Event of Default hereunder and there has been no continuing occurrence which with the passage of time and giving of notice could become an Event of Default hereunder.

PROVIDED, FURTHER, by executing this Mortgage any consent of RUS that the Mortgagor would otherwise be required to obtain under this Section is hereby deemed to be given or waived by RUS by operation of law to the extent, but only to the extent, that to impose such a requirement of RUS consent would clearly violate existing Federal laws or government regulations.

**Section 3.09. Preservation of Corporate Existence and Franchises:**

The Mortgagor will, so long as any Outstanding Notes exist, take or cause to be taken all such action as from time to time may be necessary to preserve its corporate existence and to preserve and renew all franchises, rights of way, easements, permits, and licenses now or hereafter to be granted or upon it conferred the loss of which would have a material adverse affect on the Mortgagor's financial condition or business. The Mortgagor will comply with all laws, ordinances, regulations, orders, decrees and other legal requirements applicable to it or its property the violation of which could have a material adverse affect on the Mortgagor's financial condition or business.

**Section 3.10. Limitations on Consolidations and Mergers:**

The Mortgagor shall not, without the prior written approval of each Mortgagee, consolidate or merge with any other corporation or convey or transfer the Mortgaged Property substantially as an entirety unless:

- (1) such consolidation, merger, conveyance or transfer shall be on such terms as shall fully preserve the lien and security hereof and the rights and powers of the Mortgagees hereunder;
- (2) the entity formed by such consolidation or with which the Mortgagor is merged or the corporation which acquires by conveyance or transfer the Mortgaged Property substantially as an entirety shall execute and deliver to the Mortgagees a mortgage supplemental hereto in recordable form and containing an assumption by such successor entity of the due and punctual payment of the principal of and interest on all of the Outstanding Notes and the performance and observance of every covenant and condition of this Mortgage;
- (3) immediately after giving effect to such transaction, no default hereunder shall have occurred and be continuing;
- (4) the Mortgagor shall have delivered to the Mortgagees a certificate of its general manager or other officer, in form and substance satisfactory to each of the Mortgagees, which shall state that such consolidation, merger, conveyance or transfer and such supplemental mortgage comply with this subsection and that all conditions precedent herein provided for relating to such transaction have been complied with;
- (5) the Mortgagor shall have delivered to the Mortgagees an opinion of counsel in form and substance satisfactory to each of the Mortgagees; and

- (6) the entity formed by such consolidation or with which the Mortgagor is merged or the corporation which acquires by conveyance or transfer the Mortgaged Property substantially as an entirety shall be an entity -
  - (A) having Equity equal to at least 27% of its Total Assets on a pro forma basis after giving effect to such transaction,
  - (B) having a pro forma TIER of not less than 1.50 and a pro forma DSC of not less than 1.25 for each of the two preceding calendar years, and
  - (C) having Net Utility Plant equal to or greater than 1.0 times its Total Long-Term Debt on a pro forma basis. Upon any consolidation or merger or any conveyance or transfer of the Mortgaged Property substantially as an entirety in accordance with this subsection, the successor entity formed by such consolidation or with which the Mortgagor is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Mortgagor under this Mortgage with the same effect as if such successor entity had been named as the Mortgagor herein.

**Section 3.11. Limitations on Transfers of Property:**

The Mortgagor may not, except as provided in Section 3.10 above, without the prior written approval of each Mortgagee, sell, lease or transfer any Mortgaged Property to any other person or entity (including any subsidiary or affiliate of the Mortgagor), unless

- (1) there exists no Event of Default or occurrence which with the passing of time and the giving of notice would be an Event of Default,
- (2) fair market value is obtained for such property,
- (3) the aggregate value of assets so sold, leased or transferred in any 12-month period is less than 10% of Net Utility Plant, and
- (4) the proceeds of such sale, lease or transfer, less ordinary and reasonable expenses incident to such transaction, are immediately
  - (I) applied as a prepayment of all Notes equally and ratably,
  - (ii) in the case of dispositions of equipment, materials or scrap, applied to the purchase of other property useful in the Mortgagor's utility business, not necessarily of the same kind as the property disposed of, which shall forthwith become subject to the Lien of the Mortgage, or
  - (iii) applied to the acquisition or construction of utility plant.

**Section 3.12. Maintenance of Mortgaged Property:**

- (a) So long as the Mortgagor holds title to the Mortgaged Property, the Mortgagor will at all times maintain and preserve the Mortgaged Property which is used or useful in the Mortgagor's business and each and every part and parcel thereof in good repair, working order and condition, ordinary wear and tear and acts of God excepted, and in compliance with Prudent Utility Practice and in compliance with all applicable laws, regulations and

orders, and will from time to time make all needed and proper repairs, renewals and replacements, and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times use all reasonable diligence to furnish the consumers served by it through the Mortgaged Property, or any part thereof, with an adequate supply of electric power and energy. If any substantial part of the Mortgaged Property is leased by the Mortgagor to any other party, the lease agreement between the Mortgagor and the lessee shall obligate the lessee to comply with the provisions of subsections (a) and (b) of this Section in respect of the leased facilities and to permit the Mortgagor to operate the leased facilities in the event of any failure by the lessee to so comply.

- (b) If in the sole judgement of any Mortgagee, the Mortgaged Property is not being maintained and repaired in accordance with paragraph (a) of this section, such Mortgagee may send to the Mortgagor a written report of needed improvements and the Mortgagor will upon receipt of such written report promptly undertake to accomplish such improvements.
- (c) The Mortgagor further agrees that upon reasonable written request of any Mortgagee, which request together with the requests of any other Mortgagees shall be made no more frequently than once every three years, the Mortgagor will supply promptly to each Mortgagee a certification (hereinafter called the "Engineer's Certification"), in form satisfactory to the requestor, prepared by a professional engineer, who shall be satisfactory to the Mortgagees, as to the condition of the Mortgaged Property. If in the sole judgment of any Mortgagee the Engineer's Certification discloses the need for improvements to the condition of the Mortgaged Property or any other operations of the Mortgagor, such Mortgagee may send to the Mortgagor a written report of such improvements and the Mortgagor will upon receipt of such written report promptly undertake to accomplish such of these improvements as are required by such Mortgagee.

**Section 3.13. Insurance; Restoration of Damaged Mortgaged Property:**

- (a) The Mortgagor will take out, as the respective risks are incurred, and maintain the classes and amounts of insurance in conformance with generally accepted utility industry standards for such classes and amounts of coverages of utilities of the size and character of the Mortgagor and consistent with Prudent Utility Practice.
- (b) The foregoing insurance coverage shall be obtained by means of bond and policy forms approved by regulatory authorities having jurisdiction, and, with respect to insurance upon any part of the Mortgaged Property, shall provide that the insurance shall be payable to the Mortgagees as their interests may appear by means of the standard mortgagee clause without contribution. Each policy or other contract for such insurance shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice to each Mortgagee of cancellation.
- (c) In the event of damage to or the destruction or loss of any portion of the Mortgaged Property which is used or useful in the Mortgagor's business and which shall be covered by insurance, unless each Mortgagee shall otherwise agree, the Mortgagor shall replace or restore such damaged, destroyed or lost portion so that such Mortgaged Property shall be in substantially the same condition as it was in prior to such damage, destruction or loss, and shall apply the proceeds of the insurance for that purpose. The Mortgagor shall replace the lost portion of such Mortgaged Property or shall commence such restoration promptly after such damage, destruction or loss shall have occurred and shall complete such replacement

or restoration as expeditiously as practicable, and shall pay or cause to be paid out of the proceeds of such insurance all costs and expenses in connection therewith.

- (d) Sums recovered under any policy or fidelity bond by the Mortgagor for a loss of funds advanced under the Notes or recovered by any Mortgagee or any Noteholder for any loss under such policy or bond shall, unless applied as provided in the preceding paragraph, be used to finance construction of utility plant secured or to be secured by this Mortgage, or unless otherwise directed by the Mortgagees, be applied to the prepayment of the Notes pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such Notes and installments thereof as may be designated by the respective Mortgagee at the time of any such prepayment), or be used to construct or acquire utility plant which will become part of the Mortgaged Property. At the request of any Mortgagee, the Mortgagor shall exercise such rights and remedies which they may have under such policy or fidelity bond and which may be designated by such Mortgagee, and the Mortgagor hereby irrevocably appoints each Mortgagee as its agent to exercise such rights and remedies under such policy or bond as such Mortgagee may choose, and the Mortgagor shall pay all costs and reasonable expenses incurred by the Mortgagee in connection with such exercise.

**Section 3.14. Mortgagee Right to Expend Money to Protect Mortgaged Property:**

The Mortgagor agrees that any Mortgagee from time to time hereunder may, in its sole discretion, after having given 5 Business days prior written notice to the Mortgagor, but shall not be obligated to, advance funds on behalf of the Mortgagor, in order to insure the Mortgagor's compliance with any covenant, warranty, representation or agreement of the Mortgagor made in or pursuant to this Mortgage or any of the Loan Agreements, to preserve or protect any right or interest of the Mortgagees in the Mortgaged Property or under or pursuant to this Mortgage or any of the Loan Agreements, including without limitation, the payment of any insurance premiums or taxes and the satisfaction or discharge of any judgment or any Lien upon the Mortgaged Property or other property or assets of the Mortgagor; provided, however, that the making of any such advance by or through any Mortgagee shall not constitute a waiver by any Mortgagee of any Event of Default with respect to which such advance is made nor relieve the Mortgagor of any such Event of Default. The Mortgagor shall pay to a Mortgagee upon demand all such advances made by such Mortgagee with interest thereon at a rate equal to that on the Note having the highest interest rate but in no event shall such rate be in excess of the maximum rate permitted by applicable law. All such advances shall be included in the obligations and secured by the security interest granted hereunder.

**Section 3.15. Time Extensions for Payment of Notes:**

Any Mortgagee may, at any time or times in succession without notice to or the consent of the Mortgagor, or any other Mortgagee, and upon such terms as such Mortgagee may prescribe, grant to any person, firm or corporation who shall have become obligated to pay all or any part of the principal of (and premium, if any) or interest on any Note held by or indebtedness owed to such Mortgagee or who may be affected by the lien hereby created, an extension of the time for the payment of such principal, (and premium, if any) or interest, and after any such extension the Mortgagor will remain liable for the payment of such Note or indebtedness to the same extent as though it had at the time of such extension consented thereto in writing.

**Section 3.16. Application of Proceeds from Condemnation:**

- (a) In the event that the Mortgaged Property or any part thereof, shall be taken under the power of eminent domain, all proceeds and avails therefrom may be used to finance construction

of utility plant secured or to be secured by this Mortgage. Any proceeds not so used shall forthwith be applied by the Mortgagor: first, to the ratable payment of any indebtedness secured by this Mortgage other than principal of or interest on the Notes; second, to the ratable payment of interest which shall have accrued on the Notes and be unpaid; third, to the ratable payment of or on account of the unpaid principal of the Notes, to such installments thereof as may be designated by the respective Mortgagee at the time of any such payment; and fourth, the balance shall be paid to whomsoever shall be entitled thereto.

- (b) If any part of the Mortgaged Property shall be taken by eminent domain, each Mortgagee shall release the property so taken from the Mortgaged Property and shall be fully protected in so doing upon being furnished with:
- (1) A certificate of a duly authorized officer of the Mortgagor requesting such release, describing the property to be released and stating that such property has been taken by eminent domain and that all conditions precedent herein provided or relating to such release have been complied with; and
  - (2) an opinion of counsel to the effect that such property has been lawfully taken by exercise of the right of eminent domain, that the award for such property so taken has become final and that all conditions precedent herein provided for relating to such release have been complied with.

**Section 3.17. Compliance with Loan Agreements; Notice of Amendments to and Defaults under Loan Agreements:**

The Mortgagor will observe and perform all of the material covenants, agreements, terms and conditions contained in any Loan Agreement entered into in connection with the issuance of any of the Notes, as from time to time amended. The Mortgagor will send promptly to each Mortgagee notice of any default by the Mortgagor under any Loan Agreement and notice of any amendment to any Loan Agreement. Upon request of any Mortgagee, the Mortgagor will furnish to such Mortgagee single copies of such Loan Agreements and amendments thereto as such Mortgagee may request.

**Section 3.18. Rights of Way, etc., Necessary in Business:**

The Mortgagor will use its best efforts to obtain all such rights of way, easements from landowners and releases from lienors as shall be necessary or advisable in the conduct of its business, and, if requested by any Mortgagee, deliver to such Mortgagee evidence satisfactory to such Mortgagee of the obtaining of such rights of way, easements or releases.

**Section 3.19. Limitations on Providing Free Electric Services:**

The Mortgagor will not furnish or supply or cause to be furnished or supplied any electric power, energy or capacity free of charge to any person, firm or corporation, public or private, and the Mortgagor will enforce the payment of any and all amounts owing to the Mortgagor by reason of the ownership and operation of the Utility System by discontinuing such use, output, capacity, or service, or by filing suit therefor within 90 days after any such accounts are due, or by both such discontinuance and by filing suit.

**Section 3.20. Keeping Books; Inspection by Mortgagee:**

The Mortgagor will keep proper books, records and accounts, in which full and correct entries shall be made of all dealings or transactions of or in relation to the Notes and the Utility System, properties, business and affairs of the Mortgagor in accordance with the Accounting Requirements. The Mortgagor will at any and all times, upon the written request of any Mortgagee and at the expense of the Mortgagor, permit such Mortgagee by its representatives to inspect the Utility System and properties, books of account, records, reports and other papers of the Mortgagor and to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Mortgagor will furnish to each Mortgagee any and all such information as such Mortgagee may request, with respect to the performance by the Mortgagor of its covenants under this Mortgage, the Notes and the Loan Agreements.

**ARTICLE IV**

**EVENTS OF DEFAULT AND REMEDIES**

**Section 4.01. Events of Default:**

Each of the following shall be an "Event of Default" under this Mortgage:

- (a) default shall be made in the payment of any installment of or on account of interest on or principal of (or premium, if any associated with) any Note or Notes for more than five (5) Business Days after the same shall be required to be made;
- (b) default shall be made in the due observance or performance of any other of the covenants, conditions or agreements on the part of the Mortgagor, in any of the Notes, Loan Agreements or in this Mortgage, and such default shall continue for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied and stating that such notice is a "Notice of Default" hereunder shall have been given to the Mortgagor by any Mortgagee; PROVIDED, HOWEVER that in the case of a default on the terms of a Note or Loan Agreement of a particular Mortgagee, the "Notice of Default" required under this paragraph may only be given by that Mortgagee;
- (c) the Mortgagor shall file a petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of its property, or shall institute proceedings for its reorganization or proceedings instituted by others for its reorganization shall not be dismissed within sixty (60) days after the institution thereof;
- (d) a receiver or liquidator of the Mortgagor or of any substantial portion of its property shall be appointed and the order appointing such receiver or liquidator shall not be vacated within sixty (60) days after the entry thereof;
- (e) the Mortgagor shall forfeit or otherwise be deprived of its corporate charter or franchises, permits, easements, or licenses required to carry on any material portion of its business;
- (f) a final judgment for an amount of more than \$25,000 shall be entered against the Mortgagor and shall remain unsatisfied or without a stay in respect thereof for a period of sixty (60) days; or,

- (g) any material representation or warranty made by the Mortgagor herein, in the Loan Agreements or in any certificate or financial statement delivered hereunder or thereunder shall prove to be false or misleading in any material respect at the time made.

**Section 4.02. Acceleration of Maturity; Rescission and Annulment:**

- (a) If an Event of Default described in Section 4.01(a) has occurred and is continuing, any Mortgagee upon which such default has occurred may declare the principal of all its Notes secured hereunder to be due and payable immediately by a notice in writing to the Mortgagor and to the other Mortgagees (failure to provide said notice to any other Mortgagee shall not affect the validity of any acceleration of the Note or Notes by such Mortgagee), and upon such declaration, all unpaid principal (and premium, if any) and accrued interest so declared shall become due and payable immediately, anything contained herein or in any Note or Notes to the contrary notwithstanding.
- (b) If any other Event of Default shall have occurred and be continuing, any Mortgagee may declare the principal of all its Notes secured hereunder to be due and payable immediately by a notice in writing to the Mortgagor and to the other Mortgagees (failure to provide said notice to any other Mortgagee shall not affect the validity of any acceleration of the Note or Notes by such Mortgagee), and upon such declaration, all unpaid principal (and premium, if any) and accrued interest so declared shall become due and payable immediately, anything contained herein or in any Note or Notes to the contrary notwithstanding.
- (c) Upon receipt of actual knowledge of or any notice of acceleration by any Mortgagee, any other Mortgagee may declare the principal of all of its Notes to be due and payable immediately by a notice in writing to the Mortgagor and upon such declaration, all unpaid principal (and premium, if any) and accrued interest so declared shall become due and payable immediately, anything contained herein or in any Note or Notes or Loan Agreements to the contrary notwithstanding.
- (d) If after the unpaid principal of (and premium, if any) and accrued interest on any of the Notes shall have been so declared to be due and payable, all payments in respect of principal and interest which shall have become due and payable by the terms of such Note or Notes (other than amounts due as a result of the acceleration of the Notes) shall be paid to the respective Mortgagees, and (i) all other defaults under the Loan Agreements, the Notes and this Mortgage shall have been made good or cured to the satisfaction of the Mortgagees representing at least 80% of the aggregate unpaid principal balance of all of the Notes then outstanding, (ii) proceedings to foreclose the lien of this Mortgage have not been commenced, and (iii) all reasonable expenses paid or incurred by the Mortgagees in connection with the acceleration shall have been paid to the respective Mortgagees, then in every such case such Mortgagees representing at least 80% of the aggregate unpaid principal balance of all of the Notes then outstanding may by written notice to the Mortgagor, for purposes of this Mortgage, annul such declaration and waive such default and the consequences thereof, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

**Section 4.03. Remedies of Mortgagees:**

If one or more of the Events of Default shall occur and be continuing, any Mortgagee personally or by attorney, in its or their discretion, may, in so far as not prohibited by law:

- (a) take immediate possession of the Mortgaged Property, collect and receive all credits, outstanding accounts and bills receivable of the Mortgagor and all rents, income, revenues, proceeds and profits pertaining to or arising from the Mortgaged Property, or any part thereof, whether then past due or accruing thereafter, and issue binding receipts therefor; and manage, control and operate the Mortgaged Property as fully as the Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable by such Mortgagee in possession;
- (b) proceed to protect and enforce the rights of all of the Mortgagees by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed necessary or advisable to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit the Mortgagee instituting such action or suit shall have the right to have appointed a receiver of the Mortgaged Property and of all proceeds, rents, income, revenues and profits pertaining thereto or arising therefrom, whether then past due or accruing after the appointment of such receiver, derived, received or had from the time of the commencement of such suit or action, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if application shall be made for the appointment of a receiver the Mortgagor hereby expressly consents that the court to which such application shall be made may make said appointment; and
- (c) sell or cause to be sold all and singular the Mortgaged Property or any part thereof, and all right, title, interest, claim and demand of the Mortgagor therein or thereto, at public auction at such place in any county (or its equivalent locality) in which the property to be sold, or any part thereof, is located, at such time and upon such terms as may be specified in a notice of sale, which shall state the time when and the place where the sale is to be held, shall contain a brief general description of the property to be sold, and shall be given by mailing a copy thereof to the Mortgagor at least fifteen (15) days prior to the date fixed for such sale and by publishing the same once in each week for two successive calendar weeks prior to the date of such sale in a newspaper of general circulation published in said locality or, if no such newspaper is published in such locality, in a newspaper of general circulation in such locality, the first such publication to be not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for such sale. Any sale to be made under this subparagraph (c) of this Section 4.03 may be adjourned from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and without further notice or publication the sale may be had at the time and place to which the same shall be adjourned; provided, however, that in the event another or different notice of sale or another or different manner of conducting the same shall be required by law the notice of sale shall be given or the sale be conducted, as the case may be, in accordance with the applicable provisions of law. The expense incurred by any Mortgagee (including, but not limited to, receiver's fees, counsel fees, cost of advertisement and agents' compensation) in the exercise of any of the remedies provided in this Mortgage shall be secured by this Mortgage.
- (d) In the event that a Mortgagee proceeds to enforce remedies under this Section, any other Mortgagee may join in such proceedings. In the event that the Mortgagees are not in agreement with the method or manner of enforcement chosen by any other Mortgagee, the Mortgagees representing a majority of the aggregate unpaid principal balance on the then

outstanding Notes may direct the method and manner in which remedial action will proceed.

**Section 4.04. Application of Proceeds from Remedial Actions:**

Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies shall be applied first, to the ratable payment of indebtedness hereby secured other than the principal of or interest on the Notes; second, to the ratable payment of interest which shall have accrued on the Notes and which shall be unpaid; third, to the ratable payment of or on account of the unpaid principal of the Notes; and the balance, if any, shall be paid to whomsoever shall be entitled thereto.

**Section 4.05. Remedies Cumulative; No Election:**

Every right or remedy herein conferred upon or reserved to the Mortgagees or to the Noteholders shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy shall not be construed as an election.

**Section 4.06. Waiver of Appraisal Rights; Marshaling of Assets Not Required:**

The Mortgagor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated, in order to prevent, delay or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, and the Mortgagor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law. Under no circumstances shall there be any marshaling of assets upon any foreclosure or to other enforcement of this Mortgage.

**Section 4.07. Notice of Default:**

The Mortgagor covenants that it will give immediate written notice to each Mortgagee of the occurrence of any Event of Default or in the event that any right or remedy described in Sections 4.02 and 4.03 hereof is exercised or enforced or any action is taken to exercise or enforce any such right or remedy.

**ARTICLE V**

**POSSESSION UNTIL DEFAULT-DEFEASANCE CLAUSE**

**Section 5.01. Possession Until Default:**

Until some one or more of the Events of Default shall have happened, the Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto,

and to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, proceeds, products and profits thereof or therefrom, subject to the provisions of this Mortgage.

**Section 5.02. Defeasance:**

If the Mortgagor shall pay or cause to be paid the whole amount of the principal of (and premium, if any) and interest on the Notes at the times and in the manner therein provided, and shall also pay or cause to be paid all other sums payable by the Mortgagor hereunder or under any Loan Agreement and shall keep and perform, all covenants herein required to be kept and performed by it, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Mortgagor and the estate, right, title and interest of the Mortgagee so paid shall thereupon cease, determine and become void and such Mortgagee, in such case, on written demand of the Mortgagor but at the Mortgagor's cost and expense, shall enter satisfaction of the Mortgage upon the record. In any event, each Mortgagee, upon payment in full to such Mortgagee by the Mortgagor of all principal of (and premium, if any) and interest on any Note held by such Mortgagee and the payment and discharge by the Mortgagor of all charges due to such Mortgagee hereunder or under any Loan Agreement, shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge or release as shall be required by law in the circumstances.

**Section 5.03. Special Defeasance:**

Other than any Notes excluded by the foregoing Sections 5.01 and 5.02 and Notes which have become due and payable, the Mortgagor may cause the Lien of this Mortgage to be defeased with respect to any Note for which it has deposited or caused to be deposited in trust solely for the purpose an amount sufficient to pay and discharge the entire indebtedness on such Note for principal (and premium, if any) and interest to the date of maturity thereof; PROVIDED, HOWEVER, that depository serving as trustee for such trust must first be accepted as such by the Mortgagee whose Notes are being defeased under this section. In such event, such a Note will no longer be considered to be an Outstanding Note for purposes of this Mortgage and the Mortgagee shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge or release as shall be required by law in the circumstances.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.01. Property Deemed Real Property:**

It is hereby declared to be the intention of the Mortgagor that any electric generating plant or plants and facilities and all electric transmission and distribution lines, or other Electric System or Utility System facilities, embraced in the Mortgaged Property, including (without limitation) all rights of way and easements granted or given to the Mortgagor or obtained by it to use real property in connection with the construction, operation or maintenance of such plant, lines, facilities or systems, and all other property physically attached to any of the foregoing, shall be deemed to be real property.

**Section 6.02. Mortgage to Bind and Benefit Successors and Assigns:**

All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and

all titles, rights and remedies hereby granted to or conferred upon the Mortgagees shall pass to and inure to the benefit of the successors and assigns of the Mortgagees and shall be deemed to be granted or conferred for the ratable benefit and security of all who shall from time to time be a Mortgagee. The Mortgagor hereby agrees to execute such consents, acknowledgements and other instruments as may be reasonably requested by any Mortgagee in connection with the assignment, transfer, mortgage, hypothecation or pledge of the rights or interests of such Mortgagee hereunder or under the Notes or in and to any of the Mortgaged Property.

**Section 6.03. Headings:**

The descriptive headings of the various articles and sections of this Mortgage and also the table of contents were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

**Section 6.04. Severability Cause:**

In case any provision of this Mortgage or in the Notes or in the Loan Agreements shall be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired, nor, nor shall any invalidity or unenforceability as to any Mortgagee hereunder affect or impair the rights hereunder of any other Mortgagee.

**Section 6.05. Mortgage Deemed Security Agreement:**

To the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the UCC this Mortgage is hereby deemed a "security agreement" under the UCC, and, if so elected by any Mortgagee, a "financing statement" under the UCC for said security agreement. The mailing addresses of the Mortgagor as debtor, and the Mortgagees as secured parties are as set forth in Schedule "A" hereof. If any Mortgagee so directs the Mortgagor to do so, the Mortgagor shall file as a financing statement under the UCC for said security agreement and for the benefit of all of the Mortgagees, an instrument other than this Mortgage. In such case, the instrument to be filed shall be in a form customarily accepted by the filing office as a financing statement. PROCEEDS OF COLLATERAL ARE COVERED HEREBY.

**Section 6.06. Indemnification by Mortgagor of Mortgagees:**

The Mortgagor agrees to indemnify and save harmless each Mortgagee against any liability or damages which any of them may incur or sustain in the exercise and performance of their rightful powers and duties hereunder. For such reimbursement and indemnity, each Mortgagee shall be secured under this Mortgage in the same manner as the Notes and all such reimbursements for expense or damage shall be paid to the Mortgagee incurring or suffering the same with interest at the rate specified in Section 3.14 hereof. The Mortgagor's obligation to indemnify the Mortgagees under this section and under Section 3.04 shall survive the satisfaction of the Notes, the reconveyance or foreclosure of this Mortgage, the acceptance of a deed in lieu of foreclosure, or any transfer or abandonment of the Mortgaged Property.

IN WITNESS WHEREOF, KENERGY CORP., as Mortgagor, has caused this Restated Mortgage and Security Agreement to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA, as Mortgagee, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, and COBANK, ACB, as Mortgagee, have each caused this Restated Mortgage and Security Agreement to be signed in their respective names by duly authorized persons, all as of the day and year first above written.

KENERGY CORP.

By

Chairman

(SEAL)

Attest:

Secretary

Executed by the Mortgagor in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witnesses

UNITED STATES OF AMERICA

By

Director, Northern Regional Division  
of the  
Rural Utilities Service

Executed by the United States of America,  
Mortgagee, in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witnesses

NATIONAL RURAL UTILITIES COOPERATIVE  
FINANCE CORPORATION

By

Assistant Secretary-Treasurer

(SEAL)

Attest:

Assistant Secretary-Treasurer

Executed by the above-named Mortgagee  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witnesses

COBANK, ACB

By

Vice President

(SEAL)

Attest:

Assistant Secretary

Executed by the above-named Mortgagee  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witnesses

COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the Chairman of KENERGY CORP., a corporation of the Commonwealth of Kentucky, and to me known to be the identical person whose name is as Chairman of said corporation, subscribed to the foregoing instrument, appeared before me this day in person and produced the foregoing instrument to me in the County aforesaid and acknowledged that as such Chairman he signed the foregoing instrument pursuant to authority given by the board of directors of said corporation as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth and that the seal affixed to the foregoing instrument is the corporate seal of said corporation.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
in and for \_\_\_\_\_ County, Kentucky

(Notarial Seal)

My commission expires:

DISTRICT OF COLUMBIA ) SS

On this                    day of                    , 19                    , personally appeared before me                    , who being duly sworn, did say that he is the Director, Northern Regional Division of the Rural Utilities Service, an agency of the United States of America, and acknowledged to me that, acting under a delegation of authority duly given and evidenced by law and presently in effect, he executed said instrument as the act and deed of the United States of America for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have heretofore set my hand and official seal the day and year last above written.

---

Notary Public

(Notarial Seal)

My commission expires:





**SCHEDULE A: Part One**

1. The Maximum Debt Limit referred to in Section 1.01 is \$250,000,000.
2. The state referred to in Section 1.04 is Kentucky.
3. The addresses of the parties referred to in Section 1.05 are as follows:

As to the Mortgagor:

Kenergy Corp.  
6402 Old Corydon Road  
Henderson, Kentucky 42419-0018

As to the Mortgagees:

Rural Utilities Service  
United States Department of Agriculture  
Washington, DC 20250-1500

CoBank, ACB  
5500 S. Quebec  
Englewood, Colorado 80111

National Rural Utilities Cooperative Finance Corporation  
2201 Cooperative Way  
Herndon, Virginia 20171-3025

4. The Merger is that certain consolidation effective as of July 1, 1999, of the Merged Entity(ies) to form the Mortgagor and the Merged Entity(ies) are Green River Electric Corporation (formerly known as Green River Rural Electric Cooperative Corporation) and Henderson Union Electric Cooperative Corp. (formerly known as Henderson-Union Rural Electric Cooperative Corporation).
5. The Original Mortgage as referred to in the first WHEREAS clause of this Mortgage consists of the following instruments executed by the Merged Entity(ies) and assumed by the Mortgagor as a result of the Merger:

Green River Electric Corporation  
(formerly known as Green River Rural Electric Cooperative Corporation)

<u>Instrument Title</u>	<u>Dated as of</u>
Supplemental Mortgage and Security Agreement	July 30, 1971
Supplemental Mortgage and Security Agreement	August 5, 1977
Supplement to Supplemental Mortgage and Security Agreement	May 6, 1981
Restated Mortgage and Security Agreement	September 5, 1990
Restated Mortgage and Security Agreement	July 1, 1997

Henderson Union Electric Cooperative Corp.  
(formerly known as Henderson-Union Rural Electric Cooperative Corporation)

<u>Instrument Title</u>	<u>Dated as of</u>
Supplemental Mortgage and Security Agreement	June 10, 1972
Supplement to Supplemental Mortgage and Security Agreement	September 12, 1973
Supplement to Supplemental Mortgage and Security Agreement	April 24, 1982
Restated Mortgage and Security Agreement	September 22, 1989
Restated Mortgage and Security Agreement	April 1, 1998

6. The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Original Notes described below:

**ORIGINAL NOTES issued to the Government<sup>1</sup>**

Payor:<sup>2</sup> Green River Electric Corporation  
(formerly known as Green River Rural Electric Cooperative Corporation)

<u>Note Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Final Maturity</u>	<u>% Rate</u> <sup>3</sup>
AA	\$508,000.00	January 7, 1966	January 7, 2001	2
AB	\$1,352,000.00	January 2, 1968	January 2, 2003	2
AC	\$530,000.00	July 21, 1970	July 21, 2005	2
AD2	\$521,000.00	July 30, 1971	July 30, 2006	2
AE2	\$760,000.00	June 16, 1972	June 16, 2007	2
AF6	\$354,000.00	April 15, 1974	April 15, 2009	5
AG7	\$352,000.00	November 1, 1974	November 1, 2009	5
AH7	\$866,000.00	July 19, 1975	July 19, 2010	5
AK7	\$866,000.00	July 17, 1976	July 17, 2011	5
AL7	\$1,470,000.00	August 5, 1977	August 5, 2012	5
AM7	\$1,470,000.00	April 25, 1978	April 25, 2013	5
AN7	\$3,415,000.00	May 16, 1979	May 16, 2014	5
AP7	\$3,049,000.00	May 6, 1981	May 6, 2016	5
AR7	\$3,003,000.00	February 3, 1984	February 3, 2019	5
AS7	\$3,402,000.00	December 5, 1986	December 5, 2021	5
AT7	\$3,369,000.00	October 5, 1988	October 5, 2023	5
AU7	\$3,672,000.00	September 5, 1990	September 5, 2025	5
AV7	\$3,741,000.00	January 28, 1993	January 28, 2028	5
AW70	\$3,403,000.00	December 14, 1994	December 14, 2029	V
AX70	\$3,962,000.00	July 1, 1997	July 1, 2032	V

<sup>1</sup>"Government" as used in this listing refers to the United States of America acting through the Administrator of the Rural Utilities Service (RUS) or its predecessor agency, the Rural Electrification Administration (REA). Any Notes which are payable to a third party and which either RUS or REA has guaranteed as to payment are also described in this listing as being issued to the Government. Such guaranteed Notes are typically issued to the Federal Financing Bank, an instrumentality of the United States Treasury, and held by RUS.

<sup>2</sup>The name of payor appears in this space only where it differs from the name of the Mortgagor as it appears on page 1 of this instrument.

<sup>3</sup>V = variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or the United States Treasury, Federal Financing Bank.

Payor:<sup>1</sup> Henderson Union Electric Cooperative Corp.  
 (formerly known as Henderson-Union Rural Electric Cooperative Corporation)

<u>Note Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Final Maturity</u>	<u>% Rate<sup>2</sup></u>
AB	\$1,015,000.00	January 31, 1967	January 31, 2002	2
AC	\$1,268,000.00	March 11, 1970	March 11, 2005	2
AD2	\$499,000.00	June 10, 1972	June 10, 2007	2
AE6	\$452,000.00	September 12, 1973	September 12, 2008	5
AF6	\$580,000.00	May 31, 1974	May 31, 2009	5
AG6	\$580,000.00	June 2, 1975	June 2, 2010	5
AH6	\$556,000.00	May 22, 1976	May 22, 2011	5
AK6	\$556,000.00	April 26, 1977	April 26, 2012	5
AL6	\$3,045,000.00	June 8, 1978	June 8, 2013	5
AM6	\$2,771,000.00	May 31, 1980	May 31, 2015	5
AN6	\$1,834,000.00	April 24, 1982	April 24, 2017	5
AP6	\$2,117,000.00	November 26, 1986	November 26, 2021	5
AR6	\$2,784,000.00	September 22, 1989	September 22, 2024	5
AS6	\$2,544,000.00	May 27, 1994	May 27, 2029	5
AT60	\$5,226,000.00	April 1, 1998	April 1, 2033	V

<sup>1</sup>The name of payor appears in this space only where it differs from the name of the Mortgagor as it appears on page 1 of this instrument.

<sup>2</sup>V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or the United States Treasury, Federal Financing Bank.

**SCHEDULE A: Part Two**

The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Original Notes described below:

<u>Original Loan Designation</u>	<u>Note Amount</u>	<u>Original Date</u>	<u>Maturity Date</u>
KY 55-C-9001	\$ 125,000.00	06/10/72	09/10/07
KY 55-C-9002	\$ 194,000.00	09/12/73	09/12/08
KY 55-C-9003	\$ 249,000.00	05/31/74	05/31/09
KY 55-C-9004	\$ 249,000.00	06/02/75	06/02/10
KY 55-C-9005	\$ 240,000.00	05/22/76	05/22/11
KY 55-C-9006	\$ 240,000.00	04/26/77	04/26/12
KY 55-C-9008	\$1,305,000.00	06/08/78	06/80/78
KY 55-C-9011	\$1,250,000.00	05/31/80	05/31/15
KY 55-C-9014	\$ 827,000.00	04/24/82 substituted 10/07/83	04/24/02
KY 55-C-9015	\$ 935,052.00	11/26/86	11/26/21
KY 55-C-9016	\$1,229,897.00	09/22/89	09/22/24
KY 55-C-9017	\$1,123,711.00	05/27/94	05/27/29
KY 55-C-9018	\$2,240,000.00	04/01/98	04/01/33

SCHEDULE A: Part Three

CoBank, ACB

The outstanding secured obligations of the Mortgagor referred to in the fourth WHEREAS clause above are evidenced by the Original Notes described below:

**ORIGINAL NOTES issued to CoBank, ACB<sup>1</sup>**

<b>Note Designation</b>	<b>Face Amount</b>	<b>Date</b>	<b>Final Maturity</b>
ML0501T1 <sup>2</sup>	\$1,698,000	7/1/99	5/1/2032
ML0501T2 <sup>3</sup>	1,458,000	7/1/99	11/20/2019
ML0501T3 <sup>4</sup>	1,307,000	7/1/99	1/20/2002
ML0501T4 <sup>5</sup>	1,444,000	7/1/99	11/20/2022
ML0501T5 <sup>6</sup>	1,287,000	7/1/99	10/20/2017
ML0501T6 <sup>7</sup>	1,603,000	7/1/99	1/20/2028
ML0501T7 <sup>8</sup>	1,458,000	7/1/99	12/20/2029
ML0501T8 <sup>9</sup>	1,573,000	7/1/99	6/20/2025

<sup>1</sup> Promissory Notes ML0501T1 –ML0501T8 are Amended and Restated Promissory Notes that amend and restate the following original Notes from Green River Electric Corporation:

<sup>2</sup> ML0501T1 dated July 1, 1997

<sup>3</sup> T-30566 dated September 2, 1986

<sup>4</sup> T-24942 dated January 21, 1981

<sup>5</sup> T-32845 dated June 23, 1988

<sup>6</sup> T-27749 dated August 12, 1983

<sup>7</sup> T-36243 dated January 28, 1993

<sup>8</sup> T-36445 dated December 14, 1994

<sup>9</sup> T-34818 dated June 22, 1990

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## SCHEDULE B

### Property Schedule

The fee and leasehold interests in real property referred to in Subclause A of Granting Clause First are described on the attached pages designated 1 through 5 of this Schedule B.

The recording jurisdictions referred to in Subclause B of Granting Clause First are: the Counties of Breckinridge, Caldwell, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, Lyon, McLean, Muhlenberg, Ohio, Union and Webster in the Commonwealth of Kentucky.

The contracts referred to in Subclause C of Granting Clause First include without limitation the following:

#### Green River Electric Corporation

Wholesale Power Contract, dated as of June 11, 1962, between the Mortgagor and Big Rivers Electric Corporation, the Agreement for Electric Service, dated as of May 15, 1978, between the Mortgagor and Commonwealth Aluminum Corporation, the Agreement for Electric Service, dated as of June 14, 1982, between the Mortgagor and National-Southwire Aluminum Company, the Agreement for Electric Service, dated as of July 7, 1982, between the Mortgagor and Alumax Aluminum Corporation, the Agreement for Electric Service, dated as of April 25, 1983, between the Mortgagor and Green River Coal Company, the Wholesale Power Agreement, dated as of February 16, 1988, between the Mortgagor and Big Rivers Electric Corporation, the Agreement, dated as of December 8, 1989, between the Mortgagor and Worldsource Coil Coating, Inc., the Agreement for Electric Service, dated as of May 8, 1991, between the Mortgagor and Rose Brothers Trucking, Inc., the Amended and Restated Agreement for Electric Service, dated as of September 16, 1991, between the Mortgagor and Willamette Industries, Inc., and the Agreement for Electric Service, dated as of March 12, 1993, between the Mortgagor and Scott Paper Company.

#### Henderson Union Electric Cooperative Corp.

Wholesale Power Contract, dated as of June 11, 1962, between the Mortgagor and Big Rivers Electric Corporation, the Agreement for Electric Service, dated as of April 8, 1980, between the Mortgagor and Kawecki Berylco Industries, Inc., the Agreement for Electric Service, dated as of June 1, 1980, between the Mortgagor and Peabody Coal Company, the Agreement for Electric Service, dated as of October 1, 1983, between the Mortgagor and ACCURIDE Corporation, the Agreement for Electric Service, dated as of August 26, 1988, between the Mortgagor and Valley Grain Products, the Agreement for Electric Service, dated as of June 22, 1990, between the Mortgagor and Pittsburg & Midway, the Agreement for Electric Service, dated as of May 28, 1993, between the Mortgagor and Costain Coal Company, the Agreement for Electric Service, dated as of April 19, 1994, between the Mortgagor and Patriot Coal Company, the Agreement for Electric Service, dated as of December 14, 1995, between the Mortgagor and Black Diamond Mine, the Agreement for Electric Service, dated as of April 1, 1996, between the Mortgagor and Cardinal River Resources, the Agreement for Electric Service, dated as of April 15, 1996, between the Mortgagor and Costain Coal Company, the Agreement for Electric Service, dated as of June 1, 1996, between the Mortgagor and Webster County Coal, the Agreement for Electric Service, dated as of August 14, 1996, between the Mortgagor and Hudson Foods, the Power Sale Agreement, dated as of April 11, 1997, between the Mortgagor and Alcan Aluminum Corporation, the Agreement for Electric Service, dated as of April 30, 1997, between the Mortgagor and Victory Processing, Inc. and the Agreement for Electric Service, dated as of June 30, 1997, between the Mortgagor and CR Mining Company.

1 - West Owensboro Substation Daviness County 1.033 Acres	A certain tract of land described in a certain deed, dated March 19, 1951, by R. L. Mitchell and Doris Mitchell, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 9, 1951, in the office of the County Clerk of Daviness County, in the state of Kentucky, in Deed Book 209, on Page 263.
2 - Beda Substation Ohio County 1 Acre	A certain tract of land described in a certain deed, dated April 26, 1951, by J. R. Shown and Antha Shown, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 30, 1951, in the office of the County Clerk of Ohio County, in the state of Kentucky, in Deed Book 113, on Page 133.
3 - Hanson Substation Hopkins County .56 Acre	A certain tract of land described in a certain deed, dated September 13, 1951, by B. W. L. McLaughlin, as grantor to Green River Electric Corporation, as grantee, and recorded on September 15, 1951, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 209, on Page 186.
4 - Guffie Substation McLean County 1 Acre	A certain tract of land described in a certain deed, dated June 13, 1953, by Howard Whitaker and Mittie Whitaker, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 31, 1953, in the office of the County Court clerk of McLean County, in the state of Kentucky, in Deed Book 45, on Page 379.
5 - Lewisport Substation Hancock County 1.5 Acres	A certain tract of land described in a certain deed, dated January 20, 1955, by R. T. Toler, Sr., and Mary Idelle Toler, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on February 3, 1955, in the office of the County Court Clerk of Hancock County, in the state of Kentucky in Deed Book 63, on Page 256.
6 - Utica Substation Daviness County 1.72 Acres	A certain tract of land described in a certain deed, dated March 26, 1956, by W. D. Ridgeway and Verda Ridgeway, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 29, 1956, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 254, on Page 192.
7 - Whitesville Substation Daviness County 1.5 Acres	A certain tract of land described in a certain deed, dated June 22, 1956, by Otis W. Greer and Martha A. Greer, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on June 22, 1956, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 257, on Page 315.
8 - Weberstown Substation Hancock County 1.08 Acres	A certain tract of land described in a certain deed, dated June 27, 1956, by Walter A. Glover and Blanche Glover, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 21, 1956, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 64, on Page 238.
9 - Hawesville Office Hancock County One-Half Acre	A certain tract of land described in a certain deed, dated March 31, 1960, by J. E. Harp and Salome Harp, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 31, 1960, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 66, on Page 35.
10 - Hawesville Substation Hancock County 6.01 Acres	A certain tract of land described in a certain deed, dated June 7, 1960, by Earl L. White and Opal White, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on June 8, 1960, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 66, on Page 127.
11 - Stanley Substation Daviness County 2.0 Acres	A certain tract of land described in a certain deed, dated May 29, 1961, by J. H. Jarboe and Hattie Jarboe, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on May 31, 1961, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 301, on Page 26.
12 - Thruston Substation Daviness County 2.0 Acres	A certain tract of land described in a certain deed, dated March 10, 1962, by William T. Abell and Carye B. Abell, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 13, 1962, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 307, on Page 534.

<p><b>13 - Masonville Substation Daviness County 2.02 Acres</b></p>	<p>A certain tract of land described in a certain deed dated June 28, 1962, by J. C. Barnhill and Stella Barnhill, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 6, 1962, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 310, on Page 612.</p>
<p><b>14 - Owensboro Office/Warehouse Daviness County 33.90 Acres</b></p>	<p>(a) A certain tract of land described in a certain deed, dated January 7, 1964, by Guy Wright and Bertha M. Wright, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 9, 1964, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 325, on Page 293. (b) A certain tract of land described in a certain deed, dated June 24, 1971, by Thomason Industries, Inc., as grantor to Green River Electric Corporation, as grantee, and recorded on July 2, 1971, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 404, on Page 76. (c) A certain tract of land described in a certain deed, dated September 28, 1982, by J. W. McCormick and Bonita McCormick, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on September 29, 1982, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 497, on Page 665.</p>
<p><b>15 - Onton Substation Webster County 2.0 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated August 4, 1965, by Walter Lee Ritz and Marvene Ritz, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 4, 1965, in the office of the County Court Clerk of Webster County, in the state of Kentucky, in Deed Book 131, on Page 315.</p>
<p><b>16 - St. Joseph Substation Daviness County 2.0 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated August 7, 1965, by Joseph Daniel Mattingly and Ora B. Mattingly, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 11, 1965, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 342, on Page 516.</p>
<p><b>17 - Dermont Substation Daviness County 2.0 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated November 28, 1967, by Edward Leo Jones and Margaret T. Jones, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on December 7, 1967, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 366, on Page 161.</p>
<p><b>18 - So. Hanson Warehouse/Substation Hopkins County 5.139 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated April 11, 1974, by Arthur Adams and Ruth Adams, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on April 11, 1974, in the office of the County Court Clerk of Hopkins County, in the state of Kentucky, in Deed Book 362, on Page 672.</p>
<p><b>19 - Hartford Office Ohio County .52 Acre</b></p>	<p>A certain tract of land described in a certain deed, dated August 6, 1976, by Herman Park, a single man, as grantor to Green River Electric Corporation, as grantee, and recorded on August 6, 1976, in the office of the County Court Clerk of Ohio County, in the state of Kentucky, in Deed Book 220, on Page 116-117.</p>
<p><b>20 - Owensboro Substation Daviness County 2.410 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated May 16, 1977, by and between Norbert Goetz and Mary Goetz, his wife, and Robert M. Moorman and Barbara Moorman, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 1, 1977, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 469, on Page 37.</p>
<p><b>21 - Centertown Substation Ohio County 2 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated August 8, 1977, by Homer Ford and Kathryn Ford, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on August 13, 1977, in the office of the County Court Clerk of Ohio County, in the state of Kentucky, in Deed Book 224, on Page 28 - 31.</p>
<p><b>22 - South Dermont Substation Daviness County 2.020 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated December 19, 1977, by and between William L. Reno Jr. and Barbara G. Reno, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 3, 1978, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 473, on Page 794.</p>
<p><b>23 - Panther Microwave Daviness County 2.833 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated October 3, 1980, by and between E. D. Rafferty and Tina Rafferty, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on October 10, 1980, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 501, Page 437-439.</p>
<p><b>24 - Hayden Road Substation Daviness County 6.587 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated November 26, 1980, by and between B. Chrisler and Gertrude Chrisler, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on November 28, 1980, in the office of the County Court Clerk of Daviness County, in the state of Kentucky, in Deed Book 222, in Page 486.</p>

<p><b>25 - Whitesville Microwave Site Daviess County .0918 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated October 31, 1980, by and between Virginia C. Kelley, a widow, as grantor to Green River Electric Corporation, as grantee, and recorded on November 5, 1980, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 502, on Page 211.</p>
<p><b>26 - Nuckols Substation Daviess County 1.947 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated November 9, 1982, by and between Virginia Coke, a widow, Baxter Jean Coke Jr., and Ella C. Coke, his wife, James W. Coke, single and Ben H. Coke, single, as grantors to Green River Electric Corporation, as grantee, and recorded on November 10, 1982, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 67, on Page 93.</p>
<p><b>27 - Sacramento Substation Daviess County 3.465 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated December 21, 1983, by and between Emma Sue Lancaster and Pat Lancaster, her husband, and Carolyn Jackson and J. O. Jackson, her husband, and Charlotte Jackson and Charles Jackson, her husband, as grantors to Green River Electric Corporation, as grantee, and recorded on January 10, 1984, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 104, on Page 70.</p>
<p><b>28 - Philpot Substation Daviess County 3.466 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated December 10, 1987, by and between Anna Elizabeth Oberst, widow, by and through her Co-Attorneys-in-Fact, Gerald E. Oberst and Rose O. Clark, as grantors to Green River Electric Corporation, as grantee, and recorded on December 11, 1987, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 567, on Page 724.</p>
<p><b>29 - Pleasant Ridge Substation Daviess County 3.305 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated July 8, 1991, by and between Donald Rock and Marie Nicely Rock, husband and wife, as grantors to Green River Electric Corporation, as grantee, and recorded on July 10, 1991, in the office of the County Court Clerk of Ohio County, in the state of Kentucky, in Deed Book 277, on Page 669.</p>
<p><b>30 - Beech Grove Substation McLean County .74 Acre</b></p>	<p>A certain tract of land described in a certain deed, dated November 18, 1997, by and between Ola Bell Edds, unmarried, as grantor to Green River Electric Corporation, as grantee, and recorded on November 18, 1997, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 140, on Page 94.</p>
<p><b>31 - Beech Grove Substation McLean County .027 Acre</b></p>	<p>A certain tract of land described in a certain deed, dated January 8, 1998, by and between Herman B. Ward Jr. and Kathleen C. Ward, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 8, 1998, in the office of the County Court Clerk of McLean County, in the state of Kentucky, in Deed Book 140, on Page 445.</p>
<p><b>32 - Lewisport Substation (Second Bay) Hancock County .888 Acre</b></p>	<p>A certain tract of land described in a certain deed, dated September 10, 1998, by and between Samuel H. Pate and Michael Pate (aka Michele Pate), his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on October 29, 1998, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 118, on Page 644.</p>
<p><b>33 - Horse Fork Substation Daviess County 6.49 Acres</b></p>	<p>A certain tract of land described in a certain deed, dated January 22, 1999, by and between Rudolph D. Martin and Martha Louis Martin, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on January 26, 1999, in the office of the County Court Clerk of Daviess County, in the state of Kentucky, in Deed Book 696, on Page 161.</p>
<p><b>34 - Hawesville Property (Powers Street) Hancock County .579 Acre</b></p>	<p>A certain tract of land described in a certain deed, dated February 25, 1999, by and between Joel White, unmarried, Larry R. White and Jackie White, his wife, as grantors to Green River Electric Corporation, as grantee, and recorded on March 8, 1999, in the office of the County Court Clerk of Hancock County, in the state of Kentucky, in Deed Book 119, Pages 400 - 403.</p>
<p><b>35 - Weaverton Substation .23 Acre</b></p>	<p>A certain tract of land described in a certain deed, dated July 16, 1937, by Straughn Suggs, et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 91, Page 139.</p>
<p><b>36 - Weaverton Substation .03 Acre</b></p>	<p>A certain tract of land described in a certain deed, dated April 5, 1939, by Straughn Suggs et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 93, Page 547.</p>
<p><b>37 - Marion Substation .36 Acre</b></p>	<p>A certain tract of land described in a certain deed, dated April 11, 1947, by the City of Marion, Kentucky, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Crittenden County, in the state of Kentucky, in Deed Book 75, Page 199.</p>

39 - Sebree Substation .34 Acre	A certain tract of land described in a certain deed, dated October 26, 1954, by E. C. Liles, and his wife, Veatrice Liles, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Webster County, in the state of Kentucky, in Deed Book 112, Page 436.
40 - Niagra Substation .34 Acre	A certain tract of land described in a certain deed, dated November 4, 1968, by James C. Hicks et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the County Court of Henderson County, in the state of Kentucky, in Deed Book 239, Page 34.
41 - Little Dixie Substation 1.00 Acre	A certain tract of land described in a certain deed, dated September 8, 1965, by Mae Dossett et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 221, Page 387.
42 - Morganfield Substation .39 Acre	A certain tract of land described in a certain deed, dated August 8, 1956, by Charles M. Meacham, Jr., and his wife, Annie Meacham, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Union County, in the state of Kentucky, in Deed Book 158, Page 307.
43 - Marion Office .39 Acre	A certain tract of land described in a certain deed, dated November 2, 1953, by Robert L. Qualls, and his wife, Nellie R. Qualls, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the Office of the Clerk of the County Court of Crittenden County, in the state of Kentucky, in Deed Book 83, Page 475.
44 - Marion Office .39 Acre	A certain tract of land described in a certain deed, dated October 31, 1953, by O. J. Rice and his wife, Lura Rice, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Crittenden County, in the state of Kentucky in Deed Book 83, Page 471.
45 - Marion Office .31 Acre	A certain tract of land described in a certain deed, dated October 6, 1953, by Gid Woods, a widower, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Crittenden County, in the state of Kentucky, in Deed Book 83, Page 442.
46 - Providence Substation 1.05 Acres	A certain tract of land described in a certain deed, dated February 21, 1949, by T. G. Rice and his wife, Leota Rice, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Hopkins County, in the state of Kentucky, in Deed Book 188, Page 249.
47 - Geneva Substation .91 Acre	A certain tract of land described in a certain deed, dated June 30, 1960, by J. B. Eakins, unmarried, as Grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 199, Page 280.
48 - Kuttawa Substation .9979 Acre	A certain tract of land described in a certain deed, dated March 22, 1960, by Norabel B. Mason, a widow, et al., as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Lyon County, in the state of Kentucky, in Deed Book 49, Page 357.
49 - Henderson Substation .27 Acre	A certain tract of land described in a certain deed, dated December 9, 1950, by Russell D. Brown and Mary M. Brown, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 150, Page 44.
50 - Lyon County Substation .99 Acre	A certain tract of land described in a certain deed, dated February 25, 1960, by A. F. Thomas and his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Lyon County, in the state of Kentucky, in Deed Book 49, Page 292.
51 - Sullivan Substation .38 Acre	A certain tract of land described in a certain deed, dated May 12, 1972, by Big Rivers Rural Electric Cooperative Corporation, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Crittenden County, in the state of Kentucky, in Deed Book 111, Page 532.
52 - Dixon Substation .92 Acre	A certain tract of land described in a certain deed, dated October 20, 1976, by Aubrey Dossett and Mary Dossett, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Webster County, in the state of Kentucky, in Deed Book 169, Page 306.
53 - Dixon Substation .14 Acre	A certain tract of land described in a certain deed, dated May 10, 1977, by Aubrey Dossett and Mary Dossett, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of

	Webster County, in the state of Kentucky, in Deed Book 173, Page 429.
54 - Race Creek Substation 1.02 Acres	A certain tract of land described in a certain deed, dated April 5, 1979, by C. Cooksey Crafton, and Dorothy C. Crafton, his wife, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 311, Page 714.
55 - Lot Adjacent Marion Office .29 Acre	A certain house and lot in the town of Marion, Crittenden County, Kentucky, in a certain deed dated January 26, 1981, by and between Farley Heirs, party of the First Part, and Henderson Union Electric Cooperative Corp., or its predecessor, party of the Second Part, and recorded in the office of the County Court Clerk of Crittenden County in the state of Kentucky, in Deed Book 137, Page 197.
56 - Weaverton Substation .033 Acre	A certain tract of land described in a certain deed, dated February 20, 1984, by Russell D. Brown, as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 344, Page 189.
57 - Persimmon Ridge/Microwave .06 Acre	A certain tract of land described in a certain deed, dated April 25, 1984, by Glenn Watson, and his wife, Peggy Watson, as grantors, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Union County, in the state of Kentucky, in Deed Book 244, Page 357.
58 - Henderson Headquarters 20.00 Acres	A certain tract of land described in a certain deed, dated January 20, 1989, by Tommy D. Tapp, and his wife, Theda Tapp, as parties of the First Part, grantors, and Henderson Union Electric Cooperative Corp., or its predecessor, party of the Second Part, as grantee, and recorded in the office of the Clerk of Henderson County, in the state of Kentucky, in Deed Book 393, Page 22.
59 - Riverport Substation .08 Acre	A certain tract of land described in a certain deed, dated October 26, 1988, by Valley Grain Products, Inc., as grantor, to Henderson Union Electric Cooperative Corp., or its predecessor, as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 391, Page 434.
60 - Hudson Foods Substation 1.3774 Acres	A certain tract of land and ingress and egress easement described in a certain deed dated November 8, 1995, by the County of Henderson, Kentucky, et al., as grantors, to Henderson Union Electric Cooperative Corp., as grantee, and recorded in the office of the Clerk of the County Court of Henderson County, in the state of Kentucky, in Deed Book 454, Page 506.
61 - Bon Harbor Substation Daviness County 2.00 Acres	A certain tract of land described in a certain deed, dated June 9, 1999, by Sara Jane McNulty, unmarried, as grantor to Green River Electric Corporation, as grantee, and recorded on June 22, 1999, in the office of the County Clerk of Daviess County, in the state of Kentucky, in Deed Book 702, on Page 991.

Exhibit A

Manager's Certificate

MANAGER'S CERTIFICATE REQUIRED UNDER MORTGAGE SECTION 2.01 FOR ADDITIONAL NOTES

On behalf on \_\_\_\_\_ (the "Borrower"),  
*(Name of Borrower)*

I \_\_\_\_\_ hereby certify as follows:

1. I am the Manager of the Borrower and have been duly authorized to deliver this certificate in connection with the Additional Note or Notes to be issued on or about \_\_\_\_\_ pursuant to Section 2.01 of the Mortgage  
*(Date Note or Notes are to be Signed)*  
dated \_\_\_\_\_.
2. No Event of Default has occurred and is continuing under the Mortgage, or any event which with the giving of notice or lapse of time or both would become an Event of Default has occurred and is continuing.
3. The Additional Notes described in paragraph 1 are for the purpose of funding Property Additions being constructed, acquired, procured or replaced that are or will become part of the Borrower's Utility System.
4. The Property Additions referred to in paragraph 3 are Eligible Property Additions, i.e. Property Additions acquired or whose construction was completed not more than 5 years prior to the issuance of additional Notes and Property Additions acquired or whose construction is started and/or completed not more than 4 years after issuance of the additional Notes, but shall exclude any Property Additions financed by any other debt secured under the Mortgage at the time additional Notes are issued
5. I have reviewed the certificate of the Independent certified public accountant also being delivered to each of the Mortgagees pursuant to Section 2.01 in connection with the aforesaid Additional Note or Notes and concur with the conclusions expressed therein.
6. Capitalized terms that are used in this certificate but are not defined herein have the meanings defined in the Mortgage.

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

Name and Address of Borrower:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit B**

**Form of Supplemental Mortgage**

Supplemental Mortgage and Security Agreement, dated as of \_\_\_\_\_, (hereinafter sometimes called this "Supplemental Mortgage") is made by and among \_\_\_\_\_ (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of \_\_\_\_\_, and the UNITED STATES OF AMERICA acting by and through the Administrator of the Rural Utilities Service (hereinafter called the "Government"), \_\_\_\_\_ (Supplemental Lender) (hereinafter called \_\_\_\_\_), a \_\_\_\_\_ existing under the laws of \_\_\_\_\_, and intended to confer rights and benefits on both the Government and \_\_\_\_\_ and \_\_\_\_\_ in accordance with this Supplemental Mortgage and the Original Mortgage (hereinafter defined) (the Government and the Supplemental Lenders being hereinafter sometimes collectively referred to as the "Mortgagees").

**Recitals**

Whereas, the Mortgagor, the Government and \_\_\_\_\_ are parties to that certain Restated Mortgage and Security Agreement (the "Original Mortgage" as identified in Schedule "A" of this Supplemental Mortgage) originally entered into between the Mortgagor, the Government acting by and through the Administrator of the Rural Utilities Service (hereinafter called "RUS"), and \_\_\_\_\_; and

Whereas, the Original Mortgage as the same may have been previously supplemented, amended or restated is hereinafter referred to as the "Existing Mortgage"; and

Whereas, the Mortgagor deems it necessary to borrow money for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same, and to enter into this Supplemental Mortgage pursuant to which all secured debt of the Mortgagor hereunder shall be secured on parity, and to add \_\_\_\_\_ as a Mortgagee and secured party hereunder and under the Existing Mortgage (the Supplemental Mortgage and the Existing Mortgage, hereinafter sometimes collectively referred to the "Mortgage"); and

Whereas, all of the Mortgagor's Outstanding Notes listed in Schedule "A" hereto is secured pari passu by the Existing Mortgage for the benefit of all of the Mortgagees under the Existing Mortgage; and

Whereas, the Existing Mortgage provides the terms by which additional pari passu obligations may be issued thereunder and further provides that the Existing Mortgage may be supplemented from time to time to evidence that such obligations are entitled to the security of the Existing Mortgage and to add additional Mortgagees; and

Whereas, by their execution and delivery of this Supplemental Mortgage the parties hereto do hereby secure the Additional Notes listed in Schedule "A" pari passu with the Outstanding Notes under the Existing Mortgage {and do hereby add \_\_\_\_\_ as a Mortgagee and a secured party under the Existing Mortgage}; and

Whereas, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of such notes and related obligations under the terms of the Mortgage, have been in all respects duly authorized:

Now, Therefore, This Supplemental Mortgage Witnesseth: That to secure the payment of the principal of (and premium, if any) and interest on all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantors or holders thereof, the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, set over and confirm, pledge and grant a continuing security interest in for the purposes hereinafter expressed, unto the Mortgagees all property, rights, privileges and franchises of the Mortgagor of every kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except any Excepted Property set forth on Schedule "C" hereof owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, donation, construction, erection or in any other way) wherever located, including (without limitation) all and singular the following:

- A. all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule; and
- B. all of those fee and leasehold interests in real property set forth in Schedule "B" of the Existing Mortgage or in any restatement, amendment or supplement thereto, subject in each case to those matters set forth in such Schedule; and
- C. all of the kinds, types or items of property, now owned or hereafter acquired, described as Mortgaged Property in the Existing Mortgage or in any restatement, amendment to supplement thereto as Mortgaged Property.

It is Further Agreed and Covenanted That the Original Mortgage, as previously restated, amended or supplemented, and this Supplement shall constitute one agreement and the parties hereto shall be bound by all of the terms thereof and, without limiting the foregoing.

- 1. All capitalized terms not defined herein shall have the meaning given in Article I of the Existing Mortgage.
- 2. This Supplemental Mortgage is one of the Supplemental Mortgages contemplated by Article II of the Original Mortgage.
- 3. The Maximum Debt Limit for the Mortgage shall be as set forth in Schedule "A" hereto.

In Witness Whereof, \_\_\_\_\_ as Mortgagor

[ACKNOWLEDGEMENTS]

